



**Malden Oaks**  
School & Tuition service

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Making the **MOST** of every day

## **LETTINGS POLICY**

**Responsible: Samantha Axbey/Finance Committee**

Status: Approved

Date reviewed: November 2021

Next review Date: Autumn 2022

## **Introduction**

The Management Committee regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Management Committee is to support the school in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

*Malden Oaks has a strong ethos of putting children first. We are committed to equal opportunities for all; we are part of a diverse community which we welcome and celebrate. We expect organisations that apply to us for a letting to uphold these values. The Management Committee reserves the right to decline an application for a letting where the applicant's activities or ethos are in contradiction to those of the school.*

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

### **Definition of a Letting**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting will not interfere with the primary activity of the school, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents’ meetings, Management Committee meetings and extra-curricular activities of students supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

### **Administrative Process**

Organisations seeking to hire the school premises should approach the School Business Manager who will identify their requirements and clarify the facilities available. A **School Letting Request Form** (a copy of which is attached to this policy) should be completed at this stage. The Management Committee has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the Hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the Notification of Approval of School Letting. The letting should not take place until written confirmation has been received. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Management Committee’s current scale of charges.

# **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

## ***Status of the Hirer***

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

If a particular letting involves contact with the school’s students, all personnel involved must undergo a DBS check, in accordance with DfES guidance. These checks must be made by prior arrangement with the Business Manager, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school’s students (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA’s guidelines for working in schools.

## ***Priority of Use***

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

## ***Attendance***

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

## ***Public Safety***

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times.

The Hirer must ensure that only the area of school specifically hired is used.

## ***Car Park***

The Hirer may make use of the car park for persons using the premises after 6pm. The Hirer is responsible for ensuring that the car park is used safely and appropriately.

## ***Own Risk***

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

### ***Furniture and Fittings***

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the **Hirer shall pay the cost of any reparation required.**

### ***School Equipment***

Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### ***Electrical Equipment***

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

### ***First Aid Facilities***

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

### ***Fire Regulations***

The Business manager will explain the fire procedures to the Hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of fire evacuation procedures will be issued to Hirers.

### ***Food and Drink***

**No food or drink may be prepared or consumed on the property** without the direct permission of the Business Manager, in line with current food hygiene regulations. **All litter must be placed in the bins provided.**

### ***Smoking***

The whole of the school premises is a non-smoking area, and smoking is not permitted.

### ***Copyright or Performing Rights***

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### ***Sub-letting***

The Hirer shall not sub-let the premises to another person.

### ***Charges***

Hire charges are reviewed annually and the current charges are set out in the Lettings Fee document.

### ***Variation of Scales of Charges and Cancellations***

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Management Committee on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given in writing. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

### ***Security***

The Management Committee members will hire and pay for a person to be responsible for the security of the premises before and after the hire. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys will not be passed to any other person without direct permission of the Management Committee of the school.

### ***Right of Access***

The Management Committee reserves the right of access to the premises during any letting. The Headteacher or members of the Management Committee from the Finance, Premises and Personnel Committee may monitor activities from time to time.

### ***Conclusion of the Letting***

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy and clean condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

### ***Vacation of Premises***

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and make their way to the assembly point. The Hirer must have immediate access to participants' emergency contact details. The Hirer must have use of a mobile telephone in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

### ***Promotional Literature/Newsletters***

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer. Any Hirer who wishes to display a banner attached to the perimeter fencing promoting their activity may do so for a small charge and only with permission of the Headteacher. The location of the banner will be at the discretion of the Headteacher.

### ***Confidentiality***

All individuals or companies hiring the school premises are required to uphold the highest standards and at no time should bring the reputation of the school into question. The school does not allow any reference to staff, families, students or activities on social media and must

see and approve, in advance, any correspondence to parents or the public. Failure to comply may mean immediate termination of any agreement or contract.

## **Covid-19 Update**

***Malden Oaks requires organisations hiring school premises to comply with [current Government guidelines](#) This includes (but is not limited to):***

### **Prevention**

Hirers (including their staff where applicable) must always:

- Ensure that anyone with Covid symptoms or who has tested positive for Covid does not attend our setting.
- Ensure face coverings are used in recommended circumstances.
- Ensure everyone is advised to clean their hands thoroughly and more often than usual.
- Ensure good respiratory hygiene for everyone by promoting the 'catch it, bin it, kill it' approach.
- Maintain enhanced cleaning, including cleaning frequently touched surfaces often, using standard products such as detergents.
- Keep occupied spaces well ventilated.
- Use the allocated toilets only.

In specific circumstances:

- Ensure individuals wear the appropriate personal protective equipment (PPE) where necessary.
- Promote and engage in asymptomatic testing, where available.

### **Response to any infection**

Hirers (including their staff where applicable) must always:

- Promote and engage with the NHS Test and Trace process.
- Contain any outbreak by following local health protection team advice.

## Letting costings

1. Hire: 16.20 – 18.00 hrs
2. Hire : After 18.00 hrs
3. After School club lettings 15.20 - 16.20
4. Hire: School holiday (Daily rate)
5. Hire : Weekends

Charging	Caretaking/Cleaning duties	Letting Fee
1-3	Own caretaking & Cleaning Duties	£15 per hour
1-3	Caretaking & Cleaning to be provided by School	£TBA
4-5	Own caretaking & Cleaning Duties	£50 per day

All lettings and charges are at the discretion of the Head Teacher and will be reviewed annually by the Management Committee members' Finance, Premises and Personnel Committee.

## Conditions of Use

1. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the School Business Manager.
2. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place. The current charge is set out in the Lettings Charges document.
3. The School reserves the right to cancel or amend this letting in the event of the premises **subsequently being required for school activities**. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover.
5. All facilities used must be left clean, washed and tidy: ie. these areas must be left as they were found.
6. Children, especially those under the age of sixteen, must be closely supervised and not permitted to run in the corridors or gain access to different parts of the building.
7. All displays are to be respected and not touched or damaged.
8. Breach of these conditions may incur additional expenditure to cover the cost of the additional cleaning procedures.
9. Hirers will be invoiced by the school and charges must be paid in accordance with the instructions on the invoice. The school reserves the right to refuse the Hirer subsequent admission to the premises if any account remains outstanding.
10. If a letting over-runs the time booked, an additional charge will be made.
11. The school reserves the right to amend the charges giving 10 days notice.
12. The Hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health and Safety reasons. In the event of an evacuation of the building the Hirer is responsible for informing the Business Manager on duty that all group members have been evacuated safely.
13. Once completed the School Letting Request Form should be emailed to [stld@maldenoaks.rbksch.org](mailto:stld@maldenoaks.rbksch.org) If you have any queries about arrangements call 020 8289 4664
14. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.
15. In the event of an Emergency please contact the below numbers:



- School Business Manager – **Laura Dandy 07780 616180**
- Facilities Management HELPDESK - **0337 000595**

**Malden Oaks School and Tuition Service  
APPLICATION FOR THE HIRE OF SCHOOL PREMISES**

**Before completing this form, the applicant should read the conditions governing the letting of the premises.**

I ..... hereby make application on

Behalf of .....

To hire accommodation at **Malden Oaks School - Please tick the appropriate venue:**

- Dukes Centre**
- KS3 Surbiton**
- Norman Jackson Tuition Centre**

DATES .....

FROM ..... As per agreed timetable.....AM/PM TO .....AM/PM  
(This must include set-up and clean up times)

PURPOSE .....

Please list the number of rooms/facilities/equipment required:

If it is proposed to make any entrance fee or collection or to admit by programme only, for which a charge is made, state the reason for this .....

If applicant will not personally be present during the period of letting, state name, address and phone no. of person accepting responsibility.

.....  
I undertake to accept the conditions governing the letting of school premises, to pay the prescribed charges in advance and to arrange for adequate supervision during the period of the letting.

I further undertake to make good any loss of property or damage to premises or property, and to indemnify the School Management Committee members, against all actions, expenses, claims, damages, penalties and demands arising out of or in any way connected with the hiring. A guarantee or security against loss may be requested if deemed necessary in the opinion of the Management Committee members. I undertake to pay any fine resulting from excessive noise caused by the letting.

**I have read and will comply with current Covid-19 Government guidelines.**

DATE.....SIGNATURE OF APPLICANT .....

TELEPHONE NO.....ADDRESS.....

.....  
PLEASE SUBMIT APPLICATION TO THE SCHOOL NOT LESS THAN 14 DAYS BEFORE DATE OF LETTING

**FOR APPROVAL**

HEADTEACHER SIGNATURE:
Business Manager SIGNATURE: