

# DULVERTON SCHOOL

## LETTINGS

## POLICY

Date reviewed: February 2016

Next proposed review date: Annually (Letting charges)  
(also subject to changes in legislation)

# **DULVERTON SCHOOL**

## **LETTING POLICY**

It is the policy of Dulverton School to make available on a hire basis those parts of the school, its facilities and grounds that are considered suitable for the purpose of letting.

The opportunity for premises letting is seen by the school as a means of furthering its valued links with the local community at large, as well as providing additional revenue for the school.

Lettings are contractual and conducted on the formal 'Conditions of Hire' and at the 'Rates of Hire' approved by the Governing Body and reviewed annually. Governors reserve the right to refuse applications and/or terminate lettings at any time without giving reason.

Administration and control of the school's lettings is undertaken by the Site Manager in conjunction with the Head Teacher, on behalf of the Governors.

Please contact the Site Manager (Mr D Keating) if you wish to discuss your potential requirements.

Tel: 020 8302 3573

Email: [sitemgr@dulverton.bexley.sch.uk](mailto:sitemgr@dulverton.bexley.sch.uk)

# DULVERTON SCHOOL

## CONDITIONS FOR THE HIRE AND LETTING OF ALL SCHOOL FACILITIES

### DEFINITIONS

'Governors' means Governing Body of Dulverton School or its authorised representative.

The 'premises' means Dulverton School, wholly or part thereof.

The 'hired area' means that part of the premises to be used by the hirer described in the application for hire form.

The 'hirer' means the person who has signed the application form.

The 'letting' means the period of use of the premises from start to finish.

### CONDITIONS

1. All applications for hire are to be made on the form provided, in person or by post. Remittance must accompany the form. Any such forms sent or given to prospective hirers must be returned within fourteen days or any provisional booking will be cancelled.

**IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS HEREUNDER ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE TERMS OF HIRE**

2. The minimum period for a letting will be one hour.
3. Hire charges are set out in the appropriate 'Scale of Letting Charges' sheet. These charges are revised regularly and the school reserves the right to do this. The charge made will be that relevant to the date of the hire, not at the date of the booking.
4. Where a booking is cancelled within one month of the date of hire and the hire of the building is not subsequently re-let to users on the date cancelled, the school may at its discretion retain up to 100% of the full hire charges.
5. If, before the letting commences, the school considers that the hiring is likely to prove to be of an objectionable or undesirable nature or

contrary to the purposes stated in the application form, the school shall have the power to cancel the application, without payment of compensation and shall have the right to retain the hire charge.

6. The school reserves to itself the right to cancel any booking at any time prior to the date of letting, without payment or compensation but subject to any refund of payments made if the use of the facilities is required for any emergency in connection with the school's statutory duties, such as a General Election.
7. The premises hired shall be used only for the purpose stated in the application. In the event of a breach of this condition, the hirer shall pay to the school, as liquidated damage and not by way of a penalty, the sum of £100 on each and every occasion the breach is committed.
8. Hirers must ensure that the parking of cars by persons attending the premises booked by them does not obstruct any house or other building or access to any site.
9. With the exception of guide dogs, the hirer shall not allow any animal to enter or remain in the premises without the written approval of the Site Manager.
10. The hirer shall ensure that users wear appropriate footwear on the premises for the activity and use of the hired area.
11. The cloakrooms will be in the care and custody of the hirer who will be responsible for any mistake, loss or damage that may occur.
12. The hirer must be mindful of the fact that the building is a school and due respect must be given to school displays and children's work. Should any damage be done to the building, furniture, fittings and effects, the expense of making good the same must be paid by the hirer. The school shall be the sole judge of the damage and amount thereof. Any property owned by the school lost or missing during or in connection with any engagement must be paid for by the hirer. A guarantee of security against loss will be provided by the hirer if demanded by the school.
13. The school will not, under any circumstances, accept responsibility for or liability in respect of any damage to or loss of any property, articles or things whatsoever placed or left or brought upon the premises by the hirer as a member of the hired group or for the hirer's use or the use by such group member of purposes, including without limit any damage or loss by fire.
14. The hirer shall be responsible for all loss or damage to property and for injury to persons, animals or things caused by or in consequence of any act or omission on the part of the hirer, hirer's group member, the hirer's agent or servants and shall indemnify the school against all claims and or proceedings in respect thereof.

15. The school through the London Borough of Bexley has a licence for the Performing Rights Society Limited in a regard to the playing of copyright music, but this does not cover the copyright in the records when these are used.

In appropriate cases the hirer should make application to the Phonographic Performance Limited for a licence in this respect. A licence must also be obtained from the owner of the copyright in any dramatic or musical work performed at the school. Without prejudice to the above the hirer must ensure that there is no breach of any right relating to intellectual property rights and shall indemnify reclaim in this and in particular (but without intent) against all sums which the school may have to pay by reason of any infringement of copyright occurring during the period(s) of hire.

As a condition to the licence, the school is under obligation to supply to the Society details of music played on every occasion when the school is let. Hirers of the school shall supply to the Council's representative, at the time when the school is used, a return, on the form supplied, giving such details, the hirer warrants the accuracy and completion of such details.

16. When cinematography exhibitions are given, only non-inflammable films may be used and such exhibitions will only be allowed in cases where the public are not admitted or are admitted without payment unless prior written permission of the Governing Body is obtained.
17. The Site Manager of the school will be in charge of the centre and will be responsible for supervision and control of the building. The hirer should comply with the Site Manager's requirements in this regard.
18. No scenery, decorations, flags or emblems shall be erected or displayed and no alterations or addition to lighting arrangements shall be made without the permission of the Governing Body.
19. The use of balloons filled with inflammable gas, of any naked flame or of smoke machines is strictly prohibited.
20. Where the hire of the facility is for the purpose of any sports or recreation activity, an appropriate and valid coaching qualification and proof of Public Liability must be produced.
21. The consumption of alcoholic or intoxicating beverages may be permitted under certain circumstances and a separate letter must be enclosed with the application form if approval is requested to:
  - Provide such beverages at the expense of the hirer;
  - Provide such beverages and recover all or part of the cost by the imposition of a cover charge; and/or
  - Organise a licensed bar.

(The hirer will be responsible for the obtaining of a Justices' Licence if required and to allow time for this, applicants are advised to submit an application to the school office, clearly stating which of the above alternatives is proposed, not less than two months before the date of the function)

22. Hirers must provide their own crockery and other equipment required for any catering at any letting.
23. The hiring shall not be sublet or share the use of the premises nor shall the benefit of this agreement be assigned or transferred by the hirer to any other person unless prior written agreement from the school is given.
24. Contractors and others employed to supply any property, articles or things required for in connection with the hiring, must observe such instructions as may be given to them on behalf of the council and will remove and clear away all such property, articles and things by such time as shall be directed by the school.
25. No pianos other than those provided by the school will be allowed in the premises unless prior permission is obtained from the school. The school pianos are regularly tuned but the hirer will be responsible for any additional tuning required specifically for a function
26. All entertainments shall conclude at least twenty minutes before the expiration of the period of time for which the school is hired.
27. Lettings will be required to finish no later than 12am and any applications for an extension beyond this time will be the subject of special consideration and will only be allowed if special cause can be shown for such an extension
28. Any complaints in respect of the use of the premises or any of the arrangements connected therewith must be made by the hirer, in writing, to the Site Manager within 24 hours of the cessation of the use of the premises.
29. All charges for the letting of the accommodation are subject to variation by the school from time to time, whether or not an initial deposit has been paid.
30. Any notice, demand or request by the Governors to the hirer shall be sent by ordinary paid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.
31. Any breach of these conditions by hirers may prejudice any further booking of these premises which, in any event, should be at the council's discretion.

To:- Site Manager  
Dulverton Primary School  
Dulverton Road  
New Eltham  
SE93RH

## **DECLARATION**

I have read and accept the conditions of hire that they control the hire by me of the premises as described in the letting application form.

Date.....

Name (please  
print).....

Address.....  
.....

Post Code.....

Telephone number.....

***I declare that I am 18 or over years of age and that the letting(s) will be under adult supervision throughout.***

Signed.....

on behalf of.....Organisation  
(where applicable)

Capacity in which signed.....(i.e. Secretary  
etc.)

## **Notes**

1. It is essential that the conditions of hire are read carefully before they and the application are completed and signed.
2. The total time **must** include the entire period for which the accommodation is in use in connection with the letting. Therefore all preparation and clearing must be included.

# APPLICATION FORM

To the Site Manager,

I wish to apply to hire the following part of the school's premises as follows:-

Part of school to be hired.....

Applicant's  
name.....

Applicant's  
address.....

.....

Applicant's telephone  
number.....

Purpose of  
hire.....

.....

.....

Date(s) of hire.....

Times of hire      Start.....

   Finish.....

Numbers of persons to attend (Approx).....

Signature.....

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Date.....

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# DULVERTON SCHOOL

## SCALE OF LETTING CHARGES

Private and confidential

### Main School Building, Jubilee Building or Grounds

Weekdays – outside school hours	£28.00 per hour
Weekends	£35.00 per hour

### Outdoor Learning Centre

Within school hours (09.00 – 16.00)	£20.00 per hour
Outside school hours	£28.00 per hour

### Claridge Suite

Within school hours (09.00 – 16.00)	£15.00 per hour
Outside school hours	£28.00 per hour

Letting charges are reviewed annually and on application.

As well as on application, requests are welcomed for ad hoc training sessions / events.

February 2016