Next review: March 2025





# **Lettings Policy**

Date	Version	Comment
January 2016	0.1	Approved by Business Committee
November 2020	0.2	Full refresh including COVID-19 guidance
January 2021	1.0	Approved by Business and Finance Committee
November 2021	1.1, 1.2, 1.3	Amendments by Sales and Lettings Manager to reflect up to date operational practice. Drafts.
February 2022	1.4	Approved by Business and Finance Committee and ratified by Full Governing Body
March 2023	1.5	Amendments by Deputy Business Manager and Sales and Lettings Manager to reflect up to date operational practice.
August 2023	1.6	Amendments by Business Manager and Sales and Lettings Manager and DSL, incorporating stringent KCSIE practices.
March 2024	1.7	Review and amendments by Deputy Business Manager and Sales and Lettings Manager

Signed:	Date:



### George Green's School is a Rights Respecting School

The United Nations Convention on the Rights of the Child (UNCRC) Article 3 (best interests of the child): The best interests of the child must be a top priority in all decisions and actions that affect children.

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## 1. Statement of Intent and Scope

At George Green's School, we recognise the importance of providing a safe environment for our students, staff and community alike. This policy and terms and conditions outline the school's approach to letting the school premises.

All hirers should have due regard to the procedures outlined within this document.

### 2. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, within current legislation and following government guidelines

### 3. Parties

Parties involved in hire agreements will be as follows:

- George Green's School (the school) (George Green's Community Bookings)
- The hirer

The main point of contact for the school is Mokbul Hussain, Sales & Commercial Lettings Manager



### 4. Areas available for hire

#### 4.1 Available areas

The school will permit the hire of the following areas:

- Café Vert \*
- Classrooms
- Gymnasium hall
- Hydropool
- Meeting spaces
- Music and Dance Studios
- Multifunction Room (upper dining hall) \*
- Outdoor pitches/MUGA
- Sports hall
- Theatre
- Upper terraces (outdoor)

No areas shall be sectioned off without prior consent from the Sales & Commercial Lettings Manager

#### 4.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance and local guidance on contagious diseases, including protective measures and social distancing for the activity that is taking place.

The maximum capacity and rates for hiring each area are available on our website.

We will use our reasonable efforts to ensure that each booked session starts on time but times shall be estimates only and shall not be of the essence for the provision of the service.

### 4.3 Parking

We encourage hirers and those attending the school site to walk or use public transport safely.

Limited parking is available on the school site after normal school hours, at the discretion of the Sales & Commercial Lettings Manager. Limited permit parking is available outside of residential permitted hours on the roads surrounding the school.

Site users should be aware that a car park for staff is situated adjacent to the pitches. Vehicles may be moving in this area during pitch hire. Users are advised to note the risks of moving vehicles on site and to take care.

<sup>\*</sup>Food / Parties / Recreational hire



## 5. Charging rates and principles

#### 5.1 Rates

The rates for hiring out different areas are available on our website. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

Additional to the hiring rates, we may decide to impose fees if hire times are outside normal operational hours, or if cleaning is required.

### 5.2 Fair usage

To allow fair access to the Facilities to the local community you may hold no more than 2 slots per week. Local team and clubs are permitted the following: 4 adult slots or 6 junior bookings slots with us per week. Additional slots can be booked via the website when the slots are released, however concessions and discounts will not be applicable. Any hirer using an alias to underhandly gain additional adult or junior booking slots will have their bookings suspended, leading to termination after review.

### 5.3 Outdoor pitches community usage times

Local teams can apply to use the outdoor pitches facility at 5-6pm weekdays at a significant discount to the set off-peak rate. The application form can be found on the website. <a href="mailto:ggcb.co.uk/subsidised-community-discount/">ggcb.co.uk/subsidised-community-discount/</a> This will be limited to one slot per week, per club and can be used for training or friendly matches.

There will be a total of 9 community slots made available across both pitches

Monday 5-6pm MUGA or 3G
Tuesday 5-6pm MUGA
Wednesday 5-6pm MUGA
Thursday 5-6pm MUGA
Friday 5-6pm MUGA or 3G
Sunday 9-10am MUGA or 3G

Unused slots will be released at normal bookable rates.

### 5.4 Indoor areas community usage

Local youth groups, clubs and charities can apply to use the indoor facilities at a community rate.

#### 5.5 Payment

Unless otherwise agreed, payments will be made in full within 14 days of receiving an invoice from the school, or before the commencement of the first session on the invoice, whichever is sooner.

Failure to pay the invoice on time will result in the hirer being unable to use the facilities. In such cases the deposit will not be refunded to the hirer.

In cases where the invoice is for a block booking, a £10 "late fee" will be charged per booked slot, allowing an extension of a week. This extension cycle can be repeated for a maximum of 3 weeks before the booking is cancelled by the School.

Payments using our online booking portal will be via our online payment provider, Capita360/Worldpay.



### 5.6 Additional charges

Additional charges may apply if your booking requires items which are not usually supplied with the empty space hired e.g. chairs, tables, stage, benches, IT equipment, audience seating, etc in indoor spaces.

If your booking requires storage of equipment onsite for your exclusive use, GGCB reserves the right to charge a fee of £20 per booking slot/reoccurrence. Storing of equipment onsite must first be approved by the Facilities Manager.

If your booking requires additional administration to the usual booking procedure, such as holding on to paperwork, alternative invoicing/payment method, GGCB reserves the right to charge a fee of £20 per booking slot/reoccurrence. Equipment/paperwork left with GGCB is done so at the risk of the hirer.

### 5.7 Deposits

We expect all hires to leave the space 'as found'. We reserve the right to charge deposits for cleaning, timing or damage should we have concerns that a hire may overrun or leave the space unusable for a subsequent group by way of litter, liquid, damage and disorder.

Additional to the cleaning, timing and damage deposits, one-off Events will be charged a minimum of 20% deposit of the order value to confirm a booking.

#### 5.8 Cancellations

We reserve the right to cancel any agreed hiring if we are unable to honour the booking due to circumstances beyond our control or in any case with a minimum of 3 days' notice.

The school will amend its cancellation policy to ensure both the school and any hirers are fairly treated in the case of a cancellation due to contagious diseases.

A full refund will be issued if we do cancel a hire. The school shall 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 hire.

The hirer of the premises can cancel any hire subject to notice periods.

To cancel a booking, please go to your online <u>account</u> or email <u>bookings@georgegreens.com</u> stating your booking number and dates/times of your booking. In some cases, your booking can be cancelled by calling the George Green's Community Bookings telephone number during opening hours.

For cancellation charges and our refund policy please visit the cancellation and refund sections in Appendix 1 – General Terms & Conditions of Hire

The school reserves the right to assess each situation on a case by case basis.

### 5.9 Extended breaks in block-bookings

Extended breaks of up to 8 weeks are permissible in a single calendar year period. Breaks longer than 8 weeks will result in an automatic relinquishment of a held block-booking slot.

#### 5.10 Review

The revenue raised from hiring out will be reviewed by the Schools Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.



## 6. Application process

One-off and casual bookings can be made via the following link ggcb.co.uk/bookings

Block booking applications are to be made via the following link <a href="mailto:ggcb.co.uk/register-interest/">ggcb.co.uk/register-interest/</a>

Those wishing to hire the premises for alternative activities that are not available via the website such as parties and events should complete the hire request form or complete the booking form via the George Green's School website. The hire request form can be found at <a href="mailto:ggcb.co.uk/hire-form">ggcb.co.uk/hire-form</a>. To read the terms and conditions of hire please see <a href="mailto:section">section 7</a>.

The hirer should complete all relevant information. Approval of the request will be determined by the Sales & Commercial Lettings Manager.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

Bookings will only be accepted for hirers over the age of 18. Bookings for activities to be undertaken by children can only be made by the parent or legal guardian of those children. By submitting the application, you warrant that you are aged 18 or over and that you are booking an activity for a child of whom you are the parent or legal guardian.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

### 7. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

Appendix 1 – General terms and conditions of hire

Appendix 2 – Hydropool rules

Appendix 3 – KCSIE

## 8. Safeguarding

The school is dedicated to ensuring the safeguarding of its students.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. The school will seek assurance that effective safeguarding policies and procedures are in place. Any failure to comply will lead to termination of any booking agreements.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.



Information provided regarding safeguarding will be kept in accordance with the school's Child Protection and Safeguarding policy and the data protection and data retention policies.

Any safeguarding concerns observed or highlighted by the hirer(s) must be reported immediately to the senior member of GGCB staff onsite at the time. These concerns must then be passed to the Principal. Please refer to the school's Child Protection and Safeguarding policy for more information, a copy of which is available via <a href="https://www.georgegreens.com">www.georgegreens.com</a> or from the school reception.

Hirers wishing to host a junior session will be required to submit relevant coaching certificates, DBS and an activity specific safeguarding policy.

See Appendix 3 for further information.

Hirers/customers are permitted to enter the site at 4.45pm. Teaching staff will walk students down from class to reception from 4.30pm onwards.

## 9. Complaints

All complaints arising from this lettings policy and associated hiring arrangements will be dealt with in accordance with the school's Complaints Procedure. Copies of this policy are available on the school's website.

If there is any problem with a booking the hirer should let the school know as soon as reasonably possible and give a reasonable time to respond in order to take any required corrective action.

## 10. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

## 11. Links to other documents and policies

- Charging and remissions policy
- Child Protection and Safeguarding policy
- Complaints Procedure
- Data Protection policy
- DfE (2015) 'Advice on standards for school premises'
- DfE 'Keeping Children Safe in Education'
- · First aid policy
- Fire Safety Procedures
- Health and safety policy
- Premises management policy
- Security policy



## Appendix 1: General Terms and Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

#### General

- a) "Hirer" means the person or entity identified in the relevant hire request form or online booking form.
- b) The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
- c) The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
- d) The hirer shall not sub-licence any of the premises under the licence.
- e) The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
- f) The hirer may not use the facility for commercial purposes without the express permission of the Sales and Commercial Lettings Manager.
- g) Using social gathering applications and platforms to fill participant slots, at a rate which will exceed the cost of hire, will be classed as commercial use.
- h) Commercial usage customers can apply for storage space in the school for equipment
- i) Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the booking.
- j) The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
- k) The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
- The hirer must ensure that they are aware of the location of first aid kits, the defibrillator and fire exits, and be in possession of emergency contact details for the site. ggcb.co.uk/information-documents/
- m) It is the responsibility of people participating in activities on the school site to take all reasonable steps necessary to ensure that their physical health enables them to participate.
- n) The school holds its own public liability insurance. However, the hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
- The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
- p) No items of a flammable, dangerous or noxious character may be brought onto the site, including fireworks, confetti or gas.
- q) Excessive noise and the use of profanities is not permitted.
- r) Hirers and users must respect the neighbours of the school and the local area.
- s) The hirer shall indemnify and keep indemnified the school from and against:
  - i. any damage to the premises or school equipment;
  - ii. any claim by any third party against the school; and



- iii. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
- t) Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
- u) Hirers and individuals bring their property on to the school premises at their own risk. The school will not take any responsibility for any lost, damaged or stolen goods.
- v) The hirer shall inform the Sales & Commercial Lettings Manager or deputy immediately of any injury, dangerous occurrence or circumstance that affects public safety or puts at risk the safety of any user of the site. This includes all damage and identified hazards. The hirer shall ensure that all users and persons operating on behalf of the hirer are aware that they must do the same.
- w) The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
- x) The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. Any such equipment may be disposed.
- y) The hirer will be responsible for ensuring that any equipment provided by the school for any event is returned in an acceptable state of cleanliness in cessation of the event. Returned equipment should be in a similar condition as it was at the commencement of the booking. The school reserves the right to charge for any additional cleaning or to withhold any portions of or entire deposits for such.
- z) The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school
- aa) If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
- bb) The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
- cc) Without seeking the permission of the Sales and Commercial Letting Manager, you are not permitted to bring or use photographic or recording devices anywhere in our school, nor are you permitted to use mobile telephones in the taking of photographs, video footage or sound recordings. Photographs for professional use and for publication shall not be taken without prior consent of the Sales & Commercial Lettings Manager.
- dd) All non-registered users attending a session or participating in activities with a registered user must adhere to these Terms and Conditions.
- ee) Smoking & Vaping is not permitted anywhere on the school premises, in the outdoor areas within the school site or in their immediate vicinity.
- ff) The consumption of alcohol is not permitted anywhere on the school premises, in the outdoor areas within the school site or in the immediate vicinity unless the appropriate additional licences have been obtained.
- gg) The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third-party intellectual property.
- hh) The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. Any concerns must be reported to the front desk before activity commences.
- ii) The hirer shall comply with all applicable laws and regulations relating to its use of the premises.



- jj) The hirer and the individuals participating are responsible for adhering to the latest government guidelines on contagious diseases at all times.
- kk) The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- II) This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- mm) The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
- nn) Hirers will be provided with notice of any changes to this policy and the associated terms and conditions. Hirers may object to the change by writing to the Sales & Commercial Lettings Manager within 10 days of the school's notice of the change, otherwise the change will be deemed accepted by the hirer.



### **Entry and Session timings**

- Your session start time will be displayed in your order confirmation email.
   This information can also be found under your upcoming booking tab in your online account ggcb.co.uk/my-account/bookings
- To minimise group crossovers, customers will only be allowed onsite 15 minutes before their session start, this will allow customers to use the changing and toilet facilities and make way to the designated wait zones outside of the activity space.
- If you arrive earlier, you will be asked to remain outside the building.
- Each indoor booking are 55 minutes in duration. If your booking consists of 2 or more consecutive hours, your group can remain in the activity area.
- Each outdoor slot is 'as close to 1 hour as possible', allowing for a brief changeover period between groups.
- A member of staff will be present to alert you of the session end time and to help facilitate the changeovers, once your session ends please vacate the facility promptly.
- Failure to vacate a space promptly, resulting in delay to a subsequent session will warrant a warning.
   Block-bookings will be permitted two further warnings within one calendar year of first offence, before termination.

#### Cancellations

To cancel a booking, we recommend that you log into your <u>account</u> on our website. If you are unable to cancel online, you may alternatively cancel your booking via email, in person or by calling 02070019441 during opening hours. Cancellations via telephone may be accepted at the Sales & Commercial Lettings Manager's discretion, a follow up email from the booking holder may be requested to verify identity.

oo) The following cancellation fees will be charged for casual bookings

Early Cancellation within 180 days = 5% of Booking Fee retained

Cancellation within 14 days (336 hours) = 15% of Booking Fee retained

No Cancellation within 5 days (120 hours) = 100% of Booking Fee is retained

pp) The following cancellation fees will be charged for block-bookings

Early Cancellation within 180 days = No Fee retained

Cancellation within 14 days (336 hours) = 15% of Booking Fee retained No Cancellation within 5 days (120 hours) = 100% of Booking Fee is retained

qq) The following cancellation fees will be charged for Events

Cancellation within 8 Weeks = 20% of Booking Fee/Deposit retained

Cancellation within 4 Weeks = 50% of Booking Fee retained No Cancellation within 2 Weeks = 100% of Booking Fee is retained

rr) Any *late cancellation* and *failures to attend* will be noted on your booking records and Your ability to use Our facilities or make further bookings may be blocked if a pattern develops.



#### **Deferrals**

- ss) To defer a booking, the following conditions apply:
  - 7 days' notice (168 hours) must be given to defer a casual booking
  - 5 days' notice (120 hours) must be given to defer a block booking
  - A booking (slot) can only be deferred once
  - Please send an email to <u>bookings@georgegreens.com</u> referencing the booking number
  - Deferral of a booking with fewer than 7 days' (168 hours) notice may be accepted at the Manager's discretion.
  - Deferrals will be made matching the value of original booking.
- tt) To defer an event, the following conditions apply:
  - Minimum of 4 weeks' notice must be given to defer an Event
  - An Event can only be deferred once within 6 month of initial event date
  - Please send an email to <u>bookings@georgegreens.com</u> referencing the booking number
  - Deferral of an Event with fewer than 4 weeks' notice may be accepted at the Manager's discretion.

### Refunds

- uu) Refunds are only given for the following reasons:
  - If you cancel a booking with more than 5 working days' notice (partial refund)
  - If you cancel an event with more than 2 weeks' notice (partial refund)
  - If we are unable to honour the Booking due to circumstance beyond our control e.g. power failure at the premises (full refund or deferred booking)
- vv) If you require a refund please email bookings@georgegreens.com informing us of the following:
  - Booking number / order number and reason for cancellation

ww) Refunds will be made by the following methods:

- Payments made to us via Capita Pay360/WorldPay will be refunded within 10 working days
- Payments made to us via other methods will be refunded within 21 working days



## Appendix 2: Hydropool Rules

The school has enforced, and expects the hirer and their party to adhere to, the following rules in addition to the General Terms and Conditions (Appendix 1):

- The hirer/organiser is responsible for ensuring that any activities for children/adults are supervised by a minimum of two adults at all times around pool side
- All users of the pool must be accompanied by their own lifeguard/emergency pool responder or a care
  giver trained & qualified in hydrotherapy procedures and rescue. The Management at George Green's
  will ask for valid certification and provide an induction session before allowing pool usage.
- For private hydrotherapy bookings, the organiser is responsible for ensuring that a competent and qualified (in emergency pool response and rescue) carer will be present at all times around poolside. Certification of successful training or qualification must be submitted prior to making a booking to bookings@georgegreens.com. The Facilities Manager will verify the qualification and then arrange to provide an induction to the carer and organiser before bookings can commence.
- The capacity of the Hydropool is 9 people this is not exceeded at any time
- No jumping, diving, wrestling, "cannonballs", "bombing" or challenging behaviour is accepted around the pool
- No running around the pool
- No pushing or throwing people into the pool
- Swimming floats and buoyancy aids are used to aid swimming only
- All babies wear swimming nappies happy nappies or equivalent that acts as a seal
- No animals are allowed in the pool area unless permitted, e.g. if a member of the hirer's party requires a service animal
- No glass is allowed in the pool area
- Individuals will not be allowed to swim if they complain, or have complained, that they have felt ill in the 48 hours before the swimming session starts
- No food and drink is taken or consumed in the pool area
- Shoes cannot be worn in the changing room areas or around pool side. Shoe covers must be used.
- Breaking these rules may result in the swimming session being terminated or the hirer being barred from hiring the swimming pool again.



## Appendix 3: Keeping Children Safe In Education (KCSIE)

For all session which include children, the school has enforced, and expects the hirer and their party to adhere to the following rules in addition to the General Terms and Conditions (Appendix 1):

- The hirer/organiser is responsible for ensuring that has appropriate safeguarding and child protection policies and procedures in place. A copy will be requested.
- The hirer/organiser is responsible for naming a Designated Safeguard Lead (DSL) with an emergency
  contact number, ensuring that the DSL has appropriate safeguarding and child protection training. A
  copy of certification will be requested. Any change to the DSL must be notified to the Sales and
  Commercial Letting Manager immediately.
- The hirer/organiser is responsible to register their organisation with the appropriate governing body which oversees their activity / sport.
- The hirer/organiser is responsible for presenting a certificate of Public Liability Insurance valid for their organisation / club which involve children partaking in session / activity.
- The hirer/organiser is responsible for presenting the DBS certificate of the DSL and the primary coach/tutors leading sessions on site. The copies will be kept securely in the School Central Record
- Registration can be made via: <a href="mailto:ggcb.co.uk/register-youth-sessions">ggcb.co.uk/register-youth-sessions</a>

All elements above are conditions of use and occupation of the premises; failure to comply with this would lead to termination of booking.

#### Data Protection

The school will process the data collected from hirers and visitors in accordance with the GDPR and Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Visitors, which can be accessed on the school website.