

## **LETTINGS POLICY**

The Governing Body regards the school buildings and grounds as an asset and will always consider reasonable requests for hiring the school's facilities. However, its overriding aim is to support the school in providing the best possible education for its pupils and any lettings of the premises to outside organisations will be considered with this in mind.

The Governing Body has absolute discretion to refuse an application to hire the school.

### **Charges**

A charge will be levied which covers the following

- Utilities costs (such as heating and lighting)
- Staffing costs (caretaking, cleaning, administration, security)
- "Wear and tear"
- Use of school equipment if applicable
- Public Liability and Accidental Damage Insurance
- Profit element (if appropriate)

The Governing Body may, at its discretion, allow the school to be used without charge or at a reduced rate. Free or reduced rate lets must be agreed by the Chair of Governors and Head Teacher.

### **Review of charges**

The Finance Committee will on behalf of the full Governing Body review the charges annually during the Autumn term for implementation from 1<sup>st</sup> January the following year.

### **Management and Administration**

The Governing Body delegates the management of lettings to the Head Teacher and School Business Manager. If the Head Teacher has any concerns about individual requests they will consult with the Chair of Governors to whom the Governing Body has delegated authority to resolve the issues on its behalf.

The Premises and Finance committee will receive reports from the School Business Manager on an annual basis of the schedule of use of the school outside the school day, the number of groups involved and the income from such activities.

### **Conditions for hire**

All hires will be subject to a completed application form (Appendix One) and the HCC Hiring Premises Management Template T35 (Appendix Two).

All terms and conditions 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.

## **Charges**

All lets are for after school hours and for a minimum period of one hour and units of one hour thereafter.

The current private hire charges are:

Hall	£15.00 per hour
Playing Field	£10.00 per hour per pitch
Playground	£10.00 per hour
Classroom	£10.00 per hour

Caretaking charges may apply and will be discussed and agreed for each individual hire.

VAT at the standard rate will be levied where appropriate. (Appendix Three)

If Hirers do not hold adequate public liability insurance, they will be charged an additional 5% of the total cost to provide cover through Hertfordshire County Council.

**Appendix One**  
**ST JOSEPH'S CATHOLIC PRIMARY SCHOOL**  
**APPLICATION TO HIRE SCHOOL PREMISES**

**NB Regular hirers will be asked to complete this form at the start of each academic year.**

FULL NAME OF ORGANISATION			
ADDRESS FOR INVOICE			Post Code
NATURE OF HIRE			
DATES REQUIRED			

	HIRE TIME*		FOR OFFICE USE	
	FROM	TO	CHARGE £	VAT £
HALL				
CLASSROOM(S)				
PLAYGROUND				
PLAYING FIELD				
CARETAKING				
	TOTAL			
	**HIRER INSURANCE FEE (5%)			
	TOTAL VAT			
	TOTAL CHARGED			
	*** DEPOSIT REQUIRED			
	BALANCE			

\* **Hire time** to include preparation and clearing time

\*\* **Public Liability Insurance**

The hirer is required to hold Public Liability Insurance and to let the school have a copy of the cover note prior to the hiring. If this is not produced, then the school will arrange cover in advance of the hiring and a charge will be made. No hiring should take place without this insurance cover arranged either by the hirer or through the school.

\*\*\* A 10% **deposit** is required to secure the booking (for casual hire only).

I wish to apply for the use of the accommodation shown above.

I have notified the school in writing of any special requirements and a copy of the Headteacher's agreement thereto is attached to this form. [Delete if not applicable]

I have read the Hiring Premises Management Agreement, which I accept on behalf of the organisation named above.

I agree to pay the charge agreed at the time of hire and shown on this form. NB For ongoing bookings, the school reserves the right to vary the rate of hire with a minimum of 28 days' notice. The rate of VAT payable (if applicable) will be the rate of VAT in force at the taxpoint date.

I am over 18 years of age.

Signed ..... Date .....

Name in block capitals .....

## Appendix Two

### HIRING PREMISES MANAGEMENT AGREEMENT

It is agreed by both parties this Hiring Management Agreement is put in place to ensure the smooth running of the whole site. Both parties duly agree to abide by the provisions detailed below.

This agreement is made on **DATE** and will be valid for **XX** Months unless terminated before **DATE (End date)**

**Agreement between:**

**School**, address, contact details

**Hirer**, address, contact details

#### **1. Use of Premises**

##### **Description of use of premises**

- Access (including rooms to be used or out of bounds)
- Security of premises (keys & alarms)
- Hours of usage (to include set up and Cleaning)
- Cleaning
- Equipment (including safety checks)
- Car Parking (specific arrangements)
- Food & Drink

Rates and Charges

- Hourly / Day rate
- What this does and doesn't include (see below)

### **LETTING TERMS AND CONDITIONS**

#### **2. Premises**

- 2.1 Users of the premises must remember that the building is primarily intended for other use and much trouble and work will be saved if premises are treated with care and respect.
- 2.2 Documents and equipment should not be touched and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 2.3 The Hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes.
- 2.4 At the end of the let it is the Hirer's responsibility to leave the accommodation in a satisfactory condition and to move the furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.

- 2.5 Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to in writing at least 7 days in advance of the let by the school.
- 2.6 Any electrical equipment brought by the Hirer onto the school site must comply with the appropriate code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or have been inspected. The intention to use any electrical equipment must be noted on the application.
- 2.7 The Hirer shall not sub-let the premises to another person
- 2.8 The Governing Body reserves the right of access to the premises during any letting. The Head Teacher or members of the Governing Body may monitor activities from time to time.
- 2.9 Access is not permitted prior to the time stated in the booking and the Hirer is responsible for ensuring that the building is vacated promptly at the end of the booking.
- 2.10 The Hirer may be issued with keys to the main doors and car park gate and instructed in the operation of the alarm system. The Hirer is responsible for ensuring that the school is left secure at the end of each hire session.
- 2.11 The minimum letting period shall be X hours.
- 2.12 Consideration must be given to local residents with regard to noise and car parking
- 2.13 Any lettings may be subject to a trial period of x months

### **3 Financial Arrangements**

- 3.11 The school will set the charge within the following principle:
- 3.12 Lettings will include the cost of the Site Manager's attendance, heating & lighting, wear & tear and administration.
- 3.13 Deposits: A minimum deposit of 10% will be required to guarantee bookings at the time of application. The balance of payment should be payable no later than 10 days prior to the hiring taking place.
- 3.14 VAT will be charged as required, in accordance with VAT rules.
- 3.15 Hirers will be given a minimum of 28 days' written notice of the school's intent to increase the letting charge.
- 3.16 Charges will be reviewed annually.

### **4 Insurance**

- 4.1 All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5,000,000. This document must be sent to the school before this agreement is signed.

## **5 Regulations**

- 5.1 All persons hiring/using the premises will be expected to conform to relevant Health & Safety regulations and will be required to follow the instructions of the Site Manager, or his representative, at all times.
- 5.2 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 permitted.
- 5.3 Smoking is not allowed on site at any time.
- 5.4 A representative of the organisation utilising the premises must complete a risk assessment form for the activity to be carried out and return it to the school. The risk assessment form must state the maximum number of people who will be on site.
- 5.5 The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.
- 5.6 Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures. In the case of after school activities involving pupils from the school, 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. The Hirer must have immediate access to participants' emergency contact details, and must have their own mobile phone for use in the event of an emergency.

## **6 Termination**

- 6.1 The termination notice period for a single event will be 14 days, and 28 days for a regular booking. In the event of breach of agreement, the school reserves the right to terminate the agreement with immediate effect.

## **7 Staffing**

- 7.1 Where the premise is being used for a service that relates to contact with children the staff concerned (whether volunteers or paid workers) are subject to the policies of Hertfordshire County Council's Safeguarding Board and the legal rules and procedures defined by [The Safeguarding Vulnerable Groups Act 2006](#) and any subsequent Acts pertinent to the service provided.
- 7.2 The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.

7.3 If the Service involves the care of children as defined by Ofsted Regulations, then the qualifications of staff and managers shall be subject to the National Childcare Standards currently prevailing.

**8 Monitoring**

8.1 Both parties under this Letting Agreement will meet on a regular basis to maintain a dialogue and communication channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.

8.2 The school shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature utilising the schools existing disciplinary and grievance procedures.

**9 Disputes**

9.1 If a dispute arises between the parties of this Letting Agreement every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

**10 Complaints Policy**

10.1 The hirer must communicate its complaints procedure to all service users.

**11 General Terms**

11.1 The school must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the letting.

11.2 Breach of the terms and conditions will result in immediate termination of the contract by the Head Teacher, in consultation with the Chair of Governors, on behalf of the Governing Body.

**12 Signatures**

We agreed to the terms and conditions above:

.....  
NAME  
School

DATE

.....  
NAME  
Hirer

DATE

**Appendix Three**

**LETTING OF SPORTS FACILITIES FOR SPORT OR PHYSICAL RECREATION**

