

## **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), the HCC Hiring Premises Management Template T35 (Appendix Two) and the terms and conditions of this Letting Policy.

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.

## **TERMS AND CONDITION OF HIRE**

### **Acceptance:**

By completing and signing the application form, the Hirer:

- Accepts and agrees to adhere to all aspects of this lettings policy, including these terms and conditions.
- Accepts the responsibilities of the Hirer as laid out above on behalf of their organisation or event.
- Accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy.

### **Care of children:**

All children will be supervised at all times when attending an organised group or care scheme.

### **Licences:**

Where necessary, any licenses required for public dancing, entertainment, alcohol or music must be strictly adhered to. It is the duty of the Hirer to ensure they understand and are able to comply with all such regulations and requirements.

### **Damage:**

The Hirer shall indemnify and keep indemnified the school and the Governing Body from and against all losses and damages arising as a result of the hiring of the premises. The Hirer will pay the full cost of repair, or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.

### **Property:**

All property brought onto the premises is done so at the sole risk of the owner. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the Hirer.

### **Injury or loss:**

It is the responsibility of the Hirer to inform the Governing Body, in writing within 24 hours, of any person or persons sustaining injury or loss on the premises during the hiring.

### **Alcohol:**

No alcoholic drinks may be consumed or brought onto the premises other than where the appropriate licensing has been sought.

### **Equipment in classrooms:**

Any school property in classrooms is not to be used including the use of whiteboards.

### **Right of access:**

The school and the Governing Body reserve all rights of access.

### **Advertising:**

Advertising for any event on school premises may only take place with the prior written permission of the Governing Body.

**Alterations:**

No alterations to the premises may be erected without the written permission of the Governing Body. Any authorised alterations must comply with all Health & Safety Regulations and must be removed at the expense of the Hirer. The preparation and dismantling of any alteration must be done outside of school hours.

**Furniture:**

Any movement of furniture must be undertaken by the Hirer under the direction of the Site Manager. No furniture or apparatus is to be used without prior permission. Any equipment that is used by prior agreement must be put back in its original place at the end of the hire.

**Behaviour:**

The Hirer is responsible for the behaviour of all persons organising or attending the School and in particular for leaving the site in a quiet and orderly fashion by the time stated in the hiring agreement. The Hirer shall be liable for any costs incurred by the school, or any third party, resulting from any actions of any person organising or attending the function.

**Contact:**

A named contact person must be made known to the Premises Manager (when in attendance) at the start of every event.

**Maximum numbers attending:**

Health and Safety considerations restrict the school to maximum occupancy in certain areas and must be arranged prior to the event with the Premises Manager.

**Smoking:**

Smoking is not permitted within any of the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368 The Smoke-free (Premises and Enforcement) Regulations 2006, which came into force in England from the 1st July 2007.

**Car parking:**

Where car parking is required, the Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

**Kitchen/catering:**

Hirers wishing to make use of the kitchen facilities will be required to make a separate application and discuss any requirements with both the Premises Manager and Catering Manager. Any food preparation is not allowed in any area of the school unless arranged prior to the event.

**Gifts:**

No member of school staff is permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.

**Dogs:**

No dogs shall be permitted on school premises (except registered guide dogs).

**Betting, gaming and lotteries:**

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries. The persons or organisations responsible for functions held in the premises shall be sure that the requirements of the relevant legislation are strictly observed.

**Health and Safety Requirements:**

The Hirer will comply with all Health & Safety requirements mandated by the school. Nothing shall be done which will endanger the users of the building, and the policies of insurance relating to it and to its contents.

In particular:

- Obstructions must not be placed in front of the emergency exits, which must be immediately available for free public access;
- Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- The fire-brigade shall be called to any outbreak of fire, and details of the occurrence shall be given to the Premises Manager/Headteacher who will inform the relevant authorities;
- No performance shall involve danger to the public;
- Highly inflammable substances shall not be brought into nor used in any part of the premises.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton etc.) shall be undertaken without the consent of the Governing Body;
- No unauthorised heating or electrical appliances shall be used on the premises;
- The Premises Manager shall be informed of any accident or injury occurring on the premises and will report all relevant incidents to the appropriate authorities.

**Supervision:**

The person in charge of the activity shall not be under 21 years of age and shall be on the premises for the duration of the activity. He/she shall not be engaged in any duties which prevent him/her from exercising general supervision. When the premises are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 21 years of age, on duty where 100 persons or more are attending the entertainment.

When the majority of those present at the entertainment are less than 16 years of age, and when many people with disabilities are expected to attend the numbers of adult supervisors required to attend will be increased. For certain hirings it may be necessary for the Site Manager to have a permanent presence and for which an extra fee will be charged.

**Noise:**

Hirers and organisers of events in the school are responsible for seeing that the noise level of the functions is not such as to cause inconvenience for the occupiers of nearby houses and property.

**Sub-hire:**

The hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purposes, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies

**Loss of property:**

The governors cannot accept responsibility for damage to, or the loss or theft of hirers' property or effects.

**Regulations:**

Compliance is agreed with all the conditions and regulations made in respect of the premises by the Fire Authorities, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music entertainment or stage plays.

**Safety:**

The hirer should familiarise themselves with escape routes and position of fire alarms and fire extinguishers. They should ask the Site Manager to show them these. If there is a fire the hirer should call the Fire Service IMMEDIATELY. Mobile phones should be used in the first instance from a place of safety.

**Contravention of terms and conditions:**

If any of the above terms and conditions is contravened, the Governing Body reserves the right to cancel this and/or future hirings, with no compensation or refund.

**Rights.**

The Governing Body will not normally insist on a representative being present throughout the event. However it reserves the right of access, and has delegated, that right to the Headteacher, to insist upon the Premises Manager (or other designated representative) being present if it is considered that the nature of the event may leave the school vulnerable to theft or damage. The right to refuse any application for the use of the school facilities is reserved by the Governing Body. All arrangements for the use of schools' facilities are subject to the Governing Body reserving the right to cancel bookings.

**PROCEDURES AND FEES**

**Application:**

Applications for hire of the school shall be made to the School Business Manager. A booking form will be provided and the Lettings Policy made available. All formal hiring of the schools premises, including those for which no charge is made, must be properly documented. Thus, applications for premises hirings will only be considered on presentation of a completed application form to the school office.

**Public Liability Insurance:**

Insurance is required by all hirers and a copy of their certificate must be given to the school prior to any hiring taking place.

**Safeguarding:**

All hirers holding events in the school that involve children/vulnerable adults or the possibility of children/vulnerable adults attending must have a Safeguarding/Child Protection Policy in place of which a copy must be filed in school prior to events/clubs taking place.

**Disclosure and Barring Service checks:**

Proof of DBS checks is required from hirers who work directly with children, vulnerable adults or those making bookings during school hours.

**Fees:**

Hiring fees will be set at a level to ensure that the income taken covers the costs, (lighting, heating, staffing, waste disposal charges, cleaning etc) of the activity. Note: The School Association will be exempt from any charge in respect of fundraising activities, or social events benefiting pupils and/or their families. School Association and in-school events will be given precedence over any external hirings.

**Variations:**

No member of staff is allowed to vary the terms and conditions on which the school premises are hired to either individuals or organisations, or to deviate from the published charging policy.

**Value Added Tax:**

The governors are required by law to apply Value Added Tax (VAT) to all transactions where this is appropriate.

**Alteration of arrangements:**

Any requests for amendments to the hiring must take place at least 7 days prior to the date of the hire. The hirer must not presume that any amendment will be automatically agreed. Confirmation of any amendments will be sent to the hirer in writing. If the hirer wishes to cancel the booking before the date of the event they must do so within 7 days of the event or full payment will be charged.

**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)

**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 and Lettings Policy, 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 21 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:**

**St Joseph's Catholic Primary School, Great Hadham Road, Bishop's Stortford, Hertfordshire, CM23 2NL**

**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 – all hirers must ensure that the premises are left clean and tidy and all rubbish must be removed.
- 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 1 hour.
- 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 Premises Manager's attendance (where applicable), 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 Hirers must provide the School with DBS (Disclosure and Barring Service) checks carried out on all staff. This must be produced on headed / company paperwork stating full name, date of check and DBS number. Failure to provide this information will result in the hire agreement being terminated immediately (where the times of hire involve children on the premises).
- 7.3 The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.
- 7.4 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**

