



St John's C of E Primary School

'We are Learning for Living'

St John's C of E Primary School

LETTINGS POLICY

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1. Introduction

The Governing Body promotes the use of parts of the school premises and grounds outside normal school hours by external organisations and individuals provided there is no disruption to the school use of the premises and grounds.

2. Aim

To make the school available for outside use by the wider community and/or to generate income for the school.

3. Remit

Parts of the school premises and grounds may be let to outside hirers in accordance with this Lettings Policy which draws from HCC and DfE guidelines, local Primary school policies and relevant school policies.

4. Arrangement of lettings

- 4.1 The arrangement of lettings has been delegated by the Governing Body to the Headteacher.
- 4.2 Lettings will be agreed at the discretion of the Headteacher, provided such lettings:
 - 4.2.1 Are outside normal school hours.
 - 4.2.2 Do not conflict with after school clubs/activities.
 - 4.2.3 Do not damage the school premises or grounds.
 - 4.2.4 Do not compromise security or health and safety.
 - 4.2.5 Are in keeping with the policies of the school.
 - 4.2.6 Do not jeopardise the insurance of the school.
- 4.3 The minimum letting period of the school premises and/or grounds shall be 2 hours.
- 4.4 No booking will be confirmed more than 4 months in advance of the proposed letting, although provisional bookings may be made at any time.

5. Charges

- 5.1 The charges to be levied for lettings will be determined by the Governing Body. **Appendix 1** contains the current rates, and those rates will be kept under regular review.
- 5.2 Lettings to the LSA and St John's Church shall be free of charge.
- 5.3 Letting charges will include the cost of a staff member or Governor attending the school premises before and after a letting and during the letting (where appropriate), heating, lighting, cleaning, wear and tear and administration costs. Additional charges may need to be imposed if the school premises are requested to be made available in the school holidays.

- 5.4 VAT will be charged on letting charges as required in accordance with the VAT regulations.
- 5.5 Hirers will be given 28 days written notice of increased letting charges. Hirers may terminate any agreement within one week of receiving such notice.
- 5.6 If the school's premises are not fully vacated by the time stated in the Hire Agreement, a surcharge will be made for extra time.

6. Administration

- 6.1 Application for the hire of the school's premises must be made to the Headteacher at least 21 days before the date of the hire.
- 6.2 Applications must be made in writing using the school's Booking Application Form which will be made available from the school office (**see Appendix 2**).
- 6.3 Applicants will be supplied with a copy of this Lettings Policy.
- 6.4 Applicants will be issued with an Agreement for Indemnity Form (**see appendix 3**) for completion and submission to the Headteacher with the Booking Application Form.
- 6.5 Hirers are required to hold Public Liability insurance cover for a minimum of £5m and to let the school have a copy of their cover note at least 7 days before the proposed letting. Alternatively, at the Hirer's request the school can arrange cover at a charge of 10% of the hiring fee.
- 6.6 At least 7 days before the proposed letting, the Hirer must complete and submit to the Headteacher a Risk Assessment Form relating to the proposed letting. Such forms will be made available to the Hirer from the school office. The Hirer must state in the form inter alia the maximum number of people who will be in the school during the letting.
- 6.7. The Headteacher will consider all applications to let the school premises and grounds and decide whether to agree them or to decline them.
- 6.8 The Headteacher has the right to refuse a letting without having to provide a reason to the applicant.
- 6.9 If the Headteacher has any concerns about whether a particular letting will be appropriate, he/she will consult with the Governing Body who will make a decision whether or not to allow the letting to take place.
- 6.10 If an application to let is agreed, the Hirer will enter into a Letting Agreement (**see Appendix 4**) with the school and the Headteacher will deal with the administration of the let and ensure that an entry is made in the lettings diary.

- 6.11 The Headteacher, or a person nominated by him/her, is responsible for opening the school premises at the start of the hire and locking up the premises at the end of a hire, unless other arrangements are made with the Headteacher and the Hirer.
- 6.12 The Headteacher, or another authorised person, will either be present on the premises or on-call during the letting.
- 6.13 The Headteacher will instruct the school secretary to invoice the Hirer. For a one-off letting a minimum deposit of 10% of the total letting charge will be required to be paid to guarantee the booking and that deposit will be payable by the Hirer at the time the booking is confirmed. This deposit will not be refunded in the event of a cancellation by the Hirer. The balance of the letting charge will be payable no later than 7 days prior to the letting taking place. For regular lettings, invoices will be raised half-termly in advance. The Headteacher reserves the right to refuse any application or terminate the Hire Agreement at any time for non-payment of the charges.

7. Conditions for the hire of the school premises

- 7.1 The Hirer shall indemnify the school and the County Council from and against all costs, claims, expenses or damages incurred or suffered by the school or County Council directly or indirectly out of the use by the Hirer of the hired premises and equipment at the school.
- 7.2 The Hirer shall take reasonable care of the school's premises and equipment during the hire.
- 7.3 Hirers must obtain the written consent of the Headteacher if:
- 7.3.1 The fabric, fixtures and fittings, services or installations of the school are likely to be interfered with.
 - 7.3.2 Nails, screws, staples, adhesives, Sellotape or Blu Tack are to be fixed to any part of the school's premises.
 - 7.3.3 Decorations, platforms or other erections/structures are to be put up.
 - 7.3.4 Loudspeakers or other indoor and outside equipment are to be used.
 - 7.3.5 Lettings are planned to start or finish outside the hours of 8.00 – 23.00 hours.
 - 7.3.6 Alcohol is to be consumed on the premises.
 - 7.3.7 They intend to bring animals (other than guide dogs) into the school's premises.
- 7.4 All persons hiring the school premises will be expected to conform to relevant Health & Safety regulations and will be required to follow the instructions of the Headteacher and/or his/her representative at all times.
- 7.5 Smoking is not allowed on the school's premises at any time.

- 7.6 The Headteacher must be consulted by the Hirer before the name of the school is used on any promotional/marketing/advertising material relating to the letting.
- 7.7 The Hirer may only use the school car park and playground for car parking with the consent of the Headteacher.
- 7.8 The Hirer must not touch any school books or equipment, and furniture is only to be moved when necessary. Any furniture moved during the letting must be replaced into its original position at the conclusion of the letting.
- 7.9 The Hirer must not use any school rooms or equipment which are not requested on the Booking Application Form and agreed in the school Letting Agreement unless a request is made and agreed in writing by the Headteacher at least 7 days in advance of the let.
- 7.10 All fire routes and doors must remain free from obstruction at all times during a let.
- 7.11 The use of the school kitchen will not be allowed without the permission of the Headteacher.

8. Responsibilities of the Hirer

- 8.1 The Hirer and not the Governing Body will take responsibility for ensuring that safeguarding measures are in place.
- 8.2 The Hirer will take responsibility to ensure that children attending a let are adequately supervised whilst on the school's premises.
- 8.3 The Hirer will make appropriate arrangements for first aid cover during the let.
- 8.4 The Hirer will take full responsibility for the activities conducted on the school's premises during the let. No responsibility is accepted by the Governing Body for loss or damage to personal property brought by the Hirer onto the school's premises.
- 8.5 During a let the Hirer is responsible for providing access to a mobile phone on the premises for use in case a medical or other emergency arises.
- 8.6 The Hirer must report any accidents that occur during the course of a let to the Headteacher as soon as possible.
- 8.7 Hirers must ensure that they are conversant with the fire emergency actions, including alerting the fire and rescue services. The Hirer must take responsibility for the safe evacuation of all those on the school's premises during the course of a let.
- 8.8 The Hirer will not introduce fire hazards onto the school's premises without the prior consent of the Headteacher.

- 8.9 It is the responsibility of the Hirer to ensure:
- 8.9.1 That all activities undertaken on the school's premises are within the law.
 - 8.9.2 That they obtain all necessary licences for draws, lotteries, music, entertainment and the sale of alcohol.
 - 8.9.3 That they read and respect the school's Equality Policy – a copy of which can be obtained from the school office.
- 8.10 Hirers must give consideration to local residents with regard to noise and parking.
- 8.11 At the end of a let it is the Hirer's responsibility to leave the school's premises in a satisfactory and clean condition. Failure to do so may result in an extra charge being imposed for cleaning. Damages or breakages must be reported to the school as soon as possible after the hire and the cost of any repair/replacement will be invoiced to the Hirer.
- 8.12 Any misconduct by any person attending a let may result in the Hirer and/or his organisation being refused further bookings.

9. Cancellation and Termination

- 9.1 A Hirer has 14 days from the date of entering into a Letting Agreement to cancel a single letting and 28 days in which to cancel a series booking.
- 9.2 If short notice of cancellation is given by the Hirer, or if the accommodation is not used by the Hirer or not used in full as booked, the school will not reimburse any charges paid by the Hirer.
- 9.3 If the school has to cancel a letting for any reason, the school will not be liable for any consequential losses a Hirer may sustain as a result of the cancellation (financial or otherwise) other than the return of any deposit monies paid.
- 9.4 Consideration must be given to local residents with regard to noise and car parking and the Governing Body reserves the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 9.5 The letting shall automatically be terminated by the Hirer's breach of the conditions of the Letting Agreement.
- 9.6 The Governing Body also reserves the right to terminate any letting at any time prior to or during the letting where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- 9.7 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of

cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and Herts County Council shall have no further liability in that respect.

10. Complaints

Any complaints in respect of the hire of the school's premises or grounds should be addressed to the Headteacher.

APPENDIX 1 - Charges for letting the school premises and grounds from 03/20

Charges per hour or part of an hour

- **Member of staff or Governor attending to unlock premises before the let and to lock up after let: £25.00**

Hall and classrooms:

- **£20 per hour without a member of staff or Governor present on site during let**
- **£30 per hour with a member of staff or Governor present on site throughout let**

Playing field/playground:

- **£15 per hour without a member of staff or Governor present on site during let**
- **£20 per hour with a member of staff or Governor present on site throughout let**

Series charges – by negotiation

Additional charges may need to be imposed if the school premises have to be made available in school holidays.

[VAT will be charged on letting charges as required in accordance with the VAT regulations.]



APPENDIX 2 - Booking Application Form

Full name of Applicant			
Name of Applicant's Organisation			
Address for Invoice			
Nature of Hire			
Dates required	From		To

	Hire Time*		For Office Use	
	From	To	Charge £	VAT £
Hall				
Classroom(s)				
Dining hall				
Playing field				
Playground				

*Hirer insurance fee £	
Total VAT £	
Total charged £	
***Deposit required £	
Balance to pay £	

*Hire time to include preparation and cleaning 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. At the Hirer's request the school can arrange cover at a charge of 10% of the hiring fee. No hiring shall take place without this insurance cover arranged either by the Hirer or through the school

***A 10% deposit is required to secure the booking.

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 is attached to this form [Delete if not applicable]

I have read the terms and conditions of hire set out in the school's 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 one month's notice.

The rate of VAT (if applicable) will be the rate of VAT in force at the taxpoint date.

I am over 18 years of age.

Signed	
Name	
Date	

APPENDIX 3 - Agreement for Indemnity

THIS AGREEMENT FOR INDEMNITY is made on the.....day of.....Two thousand and.....

Between.....
of.....

(hereinafter called 'The Hirer') of the one part and the Governing Body of St John's C of E Primary School, Lemsford (hereinafter called the School) of the other part,

WHEREAS at the request of the Hirer the School has agreed to hire to the Hirer part of the School premises for an activity organised or conducted by the Hirer or the Hirers representatives

AND WHEREAS the Hirer has agreed to indemnify the School as hereinafter appearing

IT IS HEREBY AGREED by the Hirer:

1. That he/she and his/her representatives will keep the School fully and effectually indemnified from and against any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.
2. That if and insofar as claims are made against the School the Hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the School prior to the hiring.
3. That the Hirer is responsible for all damage to School buildings and or any property thereon or attached thereto occurring during the period of the hiring or while persons are entering or leaving such property, however and by whoever caused.
4. That at the expiration of hiring, the Hirer shall leave the building in a clean and orderly state. All the Property of the Hirer and the Hirers agents must be removed at the end of the hiring unless special arrangements are made. The school can accept no responsibility for any property left by the hirers or their representatives on the premises.

SIGNED

By the Hirer:.....

In the presence of (signature, name and address of witness).....

.....

Signed by and on behalf of the School.....

APPENDIX 4 SCHOOL LETTING AGREEMENT

The Governing Body of St John's C of E Primary School, Lemsford

The Hirer:

Address:

Telephone :

Areas of the School to be Used:

Specific Nature of Use:

Maximum Attendance:

Details of any School Equipment to be Used:

Date(s) of Hire:

Period(s) of Hire:

Fee (per hour or per session): £

- The Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
- The Hirer accepts all the conditions of hire as set out in the school's Lettings Policy.
- The Hirer's attention is specifically drawn to the indemnities contained in the Lettings Policy, and the need to obtain suitable insurance cover for any loss, damage or injury.

I, the Hirer, have read and understand the conditions required of me.

Signatures:

(The Hirer).....

(On behalf of the Governing Body).....

Date.....