



Little Hadham Primary School

Lettings Policy and Procedures

Agreed by the governing body November 2020
Review date November 2021

Little Hadham Primary School welcomes the letting of specific parts of the school to other groups and organisations in the community particularly where activities relate to children and/or families. However, the use of the premises for school functions will always take priority over lettings.

GENERAL

- The Governing Body delegates to the Headteacher the day-to-day management of lettings, including pricing discretion, starting/terminating agreements and arrangements for security and cleaning.
- The school Office Manager is responsible for the administration of school lettings, in consultation with the Headteacher. The school will retain income derived from lettings. Moneys will be paid into the school general account.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school may be brought into disrepute.
- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations.
- The Hirer or a nominated responsible person must be in attendance throughout the duration of the hire.
- The Hirer is responsible for maintaining order throughout the period of hire and shall ensure that events are properly supervised, with sufficient stewards if so required.
- The Hirer must ensure that the event or its guests do not cause a nuisance to the local community.
- The Governors wish to encourage the use of the school premises by the local community – after statutory lettings (e.g. elections), priority will be given in this order to:-
 1. The Breakfast and After School Clubs
 2. Friends of the School
 3. Groups that benefit children
 4. Education groups
 5. Private hire

KITCHEN

The kitchen facilities may be used after due consultation with the Headteacher and the Cook. An additional charge may be incurred.

All food preparation should conform to statutory guidelines for the safe preparation of food for consumption.

FINISHING TIME

The time to be off the premises will be no later than 11:30pm Friday/Saturday and 11.00 pm the rest of the week. On Sundays and Bank Holidays, the letting must end at 10pm.

All hirers will be given a copy of the Terms and conditions of hire booklet – LT02

Terms & Conditions

Application

The Hirer must be an individual, and **over 18 years of age**.

All applications for hire must be undertaken via the School Office.

The School will hold provisional bookings for a period of **5 working days**.

The Hirer must complete the Lettings Application Form, **at least 7 days** before the proposed hire.

The Hirer must state the purpose for the hire.

The Hirer must pay the full fee for the booking **no later than 6 weeks** prior to the date of use.

If the hire is **less than 6 weeks away** from the date of application, the full fee will be payable at the time of the application.

For block bookings, full payment will be required in advance of the start date of the series of hires, in accordance with the above notice periods.

A refundable deposit may be required to cover damages and other losses that occur during the period of hire.

The school reserves the right to refuse any application.

The Hirer must not sub-let or assign any part of the accommodation and shall not use it for any other purpose than that for which it has been hired.

The Hirer will be responsible for ensuring that no one enters any part of the school, other than that defined in the letting agreement.

The Hirer will at all times allow access to the premises and services to school or council staff to perform any duties other than participate in the activity taking place.

No items likely to cause damage to floors, walls and equipment must be brought into the school without the Hirer having taken adequate protective measures. In case of doubt, the school must be informed at the point of hire, and the items should only be brought into the school once permission is granted. The Hirer will be responsible for any damage caused to floors, walls, or equipment even if protective action had been taken.

The Hirer shall upon request provide a copy of the programme of any entertainment given by the Hirer. Once approved, the entertainment provided must conform to the programme.

No copyright dramatic or musical work shall be performed without licence from the owner of the copyright and all such licences shall be produced on demand to the School or any duly authorised officer of the council. The Hirer shall indemnify the school against any infringement of copyright that may occur during the hire. As a rule, all Performing Rights Society conditions must be adhered to when musical works are being performed.

No Alcohol is to be consumed on school premises without express permission from the Governing Body or Headteacher. Such requests must be made at the time of application.

The Hirer must ensure that the number of people attending a function /activity does not exceed the maximum permitted for the hired accommodation.

The hirer shall provide, at his own expense, all items of furniture or equipment which are not available within the school.

Where school furniture or equipment is used, the hirer will ensure that all items are returned back to the storage areas.

The Hirer is not permitted to use any form of fixings, such as nails, tacks, bolts, that damages the fabric of the building.

The Hirer is not permitted to make any alterations or additions to the fabric of the building.

The wearing of stiletto or metallic heels is not allowed in any area without carpeted floors.

The hirer must leave the accommodation in the condition in which it was hired. Additional cleaning and damages may result in the loss of deposit.

The school is not responsible for any loss or damage to personal possessions whilst on the premises.

Lets are generally charged on an hourly basis.

The premises available for hire are:

- Hall: Football Pitch: Playground: Classroom

The School's Sports Facilities are also available for the use by the public. However it should be noted that there are no available changing or toilet facilities available for those using the football pitch or the playground.

Each let is made on the hirer's acceptance of the terms and conditions of hire as noted below. Hire of accommodation form and leasing application form must be completed before letting takes place.

INSURANCE

The school has taken out a public liability insurance Third Party Hirers (TPH) annually, whereby all hirers can be covered on payment of 5% of the cost of the hire. In the case of low level letting fees the insurance premium must never be less than £1.00 per session. The school collects the premium and records it. We then hold it 'in trust' for the insurance section. At the end of August every year, this is then paid by cheque.

Each individual hirer can take out their own public liability insurance in which case they must show a copy of the cover note to the Office Manager or Headteacher. This must be for a minimum of £5 million (current County standard).

It is not necessary for hirers entitled to Free Lettings to take out their own Public Liability insurance. Free Lettings are automatically covered by the County Council's blanket policy.

Termination & Cancellation

The school may at any time, without notice, cancel any booking, in which case the hirer will be reimbursed the full amount paid for the booking. The school will not be held responsible for the loss of any estimated income or actual expenses arising from the cancellation.

Cancellations by the hirer will be accepted but will incur charges based on the length of notice given. Refunds of fees will be as follows:

- ***More than 6 weeks notice - Full refund of fees paid to the date of cancellation.***
- ***6 to 4 weeks notice - One third of the fees paid.***
- ***Less than 4 weeks - No refund***

The school can at any time during the hire, or in the period prior to the hire, terminate the hire without notice if the hirer is in breach of the conditions of hire.

Calculating Charges

The Governors determine their own charges for all lets taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Resources Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year.

Charges are based upon the length of time the school is required to be available to the hirer, including preparation and clearing up.

The Governing body reserves the right to increase charges for the use of the accommodation at any time prior to the hiring after giving one month's notice in writing of its intention to do so. After such notice, the Hirer shall be entitled to terminate the hiring by notice within one week of receiving the notice of increase.

Charges are based upon the length of time the school is required to be available to the hirer, including preparation and clearing up.

Scale of Charges for the hire of the school

A: Community non- profit making groups and those for children

Charge per session
£15

B: Commercial/profit making groups

Charge for first hour	Charge for each additional hours
£15	£15

Procedures

On receipt of a request for a hiring the school will:

1. Advise hirer of lettings charges
2. Ask hirer to complete form LT01
3. Request a copy of the hirers insurance covering £5 million (public liability) - to be placed on file, or to pay 5% of the lettings charge to be covered by the schools HCC Insurance
4. Give hirer form LT02
5. Record hirers on our internal lettings form.

Application to hire accommodation and/or services (LT01)

Little Hadham Primary School:

Full name of organisation:

Nature of function:

Date(s) required

	Preparation time		Function time		Clearing time		For Office use	
	From	To	From	To	From	To	Charge	VAT
Hall								
Kitchen								
Classroom								
Football pitch								
Playground								

I have read the Terms and Conditions booklet, which I accept on behalf of the organisation named above. I wish to apply for the use of the accommodation and/or service specified above and any special conditions required. I agree to pay the charge according to the scale in force at the date of hire. I am over 18 years of age.

Signed (Hirer) _____ Name: _____

Address: _____ Tel no: _____

Terms and Conditions under which Accommodation and Services can be Provided (LT02)

(Referred to in the Application to Hire Form – LT01)

Hirer's Checklist

Contact the school for clarification and any of the points made below.

- Thoroughly read the Terms and Conditions of Hire booklet **LT02**
- Sign the Application to Hire form **LT01** confirming your full compliance with the terms and conditions of hire in **LT02**, and return form **LT01** to the school
- **Check you are covered by the school's Public Liability Insurance for Hirers – if not you will have to provide your own Public Liability Cover as a condition of Hire**
- Ask the school for details of their Public Liability Insurance Scheme for Hirers if you would like this
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period
- If alcoholic drinks are being provided you must:
inform the school at the time of booking
- **obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)**
- notify the local police one week before the event
- ensure no alcohol is supplied to persons under 18
- ensure no one is admitted to the function after 10:30 pm
- If you are using kitchen facilities check you have received 'Guidelines for the Safe Preparation of Food **LT03**' from the school, and have discussed your catering requirements with Cook prior to the hiring.

Maximum Capacities

Fire and safety regulations stipulate the maximum numbers allowed for each space, dependant on the nature of the activity involved. The numbers for each activity will be subject to confirmation at the time of booking.

1. CARE OF THE PREMISES

- 1.1 The Hirer shall indemnify the school and the County Council from and against all costs, claims, expenses or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- 1.2 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy.
- 1.3 Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire.
- 1.4 The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.

- 1.5 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.
- 1.6 The Caretaker on duty, or some other person designated by the Headteacher of the school is responsible to, and the representative of, the Governors for the care of the premises.

2. PRIVATE PROPERTY

No responsibility can be accepted by the Governors for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

3. PAYMENT

- 3.1 When the booking is made, the Hirer shall pay 10% of the hire charge by way of a deposit. This will not be returned in the event of a cancellation by the Hirer.
- 3.2 Payment of the balance of the full amount of the charge for the use of the accommodation and services shall be made not later than ten working days before the date on which the accommodation and services are to be used by the Hirer.
- 3.3 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.

4. INSTALLATIONS AND USE OF PREMISES

- 4.1 No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing.
- 4.3 The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.
- 4.4 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 4.5 The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the Caretaker or a representative of the Governors, to move the furniture back to its original position or to such a place as will facilitate cleaning (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 4.6 Hirers must comply with no-smoking regulations which do not allow smoking on any part of the school site.
- 4.7 No application will be granted for any purpose, which may jeopardise the insurance of the school.

7. TERMINATION

- 7.1 The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer. The letting shall automatically be terminated by any breach of the conditions contained herein.
- 7.4 The Governors also reserve the right to terminate any letting at any time prior to, or during, the hiring 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.
- 7.5 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 shall have no further liability in that respect.

8. FAILURE TO USE ACCOMMODATION

In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, any costs incurred by the school will not be reimbursed.

9. USE AND TIMES

The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.

10. COPYRIGHT

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 0845 309 3090) and ensuring the appropriate licences from the Phonographic Performance Ltd (020 7534 1070).

11. PUBLIC PERFORMANCES etc

- 11.1 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions.
- 11.2 Forms of application for an Entertainment Licence may be obtained from the District Council, allowing 28 days' prior notice (see 5.1 above).

12 ALCOHOLIC DRINKS

- 12.1 The Hirer must inform the school of this at the time of booking the accommodation.
- 12.2 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 12.3 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- 12.5 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
- 12.6 In order to obtain a Drinks Licence the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
- 12.7 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

14 OUTSIDE EQUIPMENT

- 14.1 The Hirer must not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Headteacher or the Governors.

Date adopted: 13th November 2020

Signed: _____ (Chair of Governors)

Signed _____ (Headteacher)

Review Date: November 2022

