

# Little Hadham Primary School

**Lettings Policy and Procedures** 

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.

After statutory lettings (e.g. elections), priority will be given to, in this order: the Breakfast and After School Clubs, Friends of the School, groups that benefit children, education groups, and private hire.

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 and fed into the school's financial reporting.

Each let is made on the hirer's acceptance of the Terms and Conditions of Hire below. A Hire of accommodation form must be completed before letting takes place.

#### **AREAS AVAILABLE & TIMINGS**

The premises available for hire at Little Hadham Primary School include **the hall**, **football pitch**, **playground**, or **classroom**(s). There are no available changing or toilet facilities available for those using the football pitch or the playground. The kitchen facilities may be used after consultation with the Headteacher and the Cook. An additional charge may be incurred.

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.

# **RATES**

Lets are generally charged on an hourly basis, with consideration for the length of time the school is required to be available to the hirer, including preparation and clearing up.

The School determines rates by taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed and approved by the Resources Committee 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.

	Charge per session	Charge per hour		
Organisations for children	£20			
Community non-profits	£20			
Commercial / general private hire		£20		

#### **TERMS & CONDITIONS OF HIRE**

# 1. APPLICATION

- 1.1. "Hirer" means the person or entity identified in the relevant hire request form. The Hirer must be an individual and over 18 years of age.
- 1.2. Hirers must complete the Hire of Accommodation form before a let will be agreed.
- 1.3. All applications for hire must be undertaken via the school office.
- 1.4. The Hirer shall provide a copy of the programme of any entertainment given by the Hirer. Once approved, the entertainment provided must conform to the programme.
- 1.5. The school reserves the right to refuse any application.
- 1.6. No application will be granted for any purpose that may jeopardise the insurance of the school.
- 1.7. 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.
- 1.8. The school will hold provisional bookings for a period of 5 working days.

#### 2. RATES & PAYMENT

- 2.1. The school 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.
- 2.2. The school reserves the right to increase rates at any time, giving one month's notice in writing to exiting Hirers. After such notice, the Hirer can terminate the hiring by notice within one week of receiving the notice of increase and will be entitled to any fees paid for dates that will not be used.
- 2.3. When the booking is made, the Hirer shall pay 10% of the hire charge as a refundable to cover damages and other losses that occur during the period of hire.
- 2.4. The Hirer must pay the full fee on application or no later than 7 days prior to the date of use.
- 2.5. For block bookings, full payment will be required in advance of the start date of the series of hires.
- 2.6. The School reserves the right to refuse any application or terminate the agreement at any time for non-payment.
- 2.7. If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.

#### 3. Termination & Cancellation

- 3.1. 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.
- 3.2. The school can at any time prior to or during the hire, terminate the hire without notice if the hirer is in breach of these terms and conditions. In this case, the hirer will not be reimbursed fees paid.
- 3.3. Cancellations by the hirer will be accepted but may incur charges based on the length of notice given. Refunds of fees will be as follows:

More than 4 week's notice: Full refund of fees paid to date

Less than 4 week's notices: No refund

3.4. The deposit will not be returned in the event of a cancellation by the Hirer.

3.5. Failure to use the accommodation as booked will be treated as a cancellation and the Hirer will not be entitled to any refund of fees.

# 4. USE & CARE OF PREMISES

- 4.1. The Hirer or a nominated responsible person must be in attendance throughout the duration of the hire.
- 4.2. 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. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the hire.
- 4.3. The Hirer shall neither enter the premises before, nor leave them after, the times stated on the application form.
- 4.4. The Hirer is not to use or any other part of the school premises except as is necessary for access purposes.
- 4.5. 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.
- 4.6. The Hirer must ensure that the number of people attending a function / activity does not exceed the maximum permitted for the hired accommodation.
- 4.7. 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.
- 4.8. 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.
- 4.10 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.
- 4.11 The Hirer must leave the accommodation in the condition in which it was hired, leaving the area clean and tidy and not leaving any of their own equipment behind. Reasonable care shall be taken to protect any surface or equipment which is likely to suffer damage as a result of hire. Additional cleaning and / or damages may result in the loss of deposit.
- 4.12 The Hirer is not permitted to use any form of fixings, such as nails, tacks, bolts, or adhesive tape that damages the fabric of the building; nor make any alterations or additions to the fabric of the building.
- 4.13 The Hirer shall not erect any platform or any decoration without the previous consent of the school in writing.
- 4.14 The wearing of stiletto or metallic heels is not allowed in any area without carpeted floors.
- 4.15 Hirers must comply with no-smoking regulations which do not allow smoking on any part of the school site.
- 4.16 The Hirer must not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the School.
- 4.17 The school is not responsible for any loss or damage to personal possessions whilst on the premises.

#### 5. INSURANCE & INDEMNITIES

5.1. The hirer shall indemnify and keep indemnified the school from and against: **a.** any damage to the premises or school equipment; **b.** any claim by any third party against the school; and **c.** 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.
- 5.2. 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 or no 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.
- 5.3. The hirer can take out their own public liability insurance in which case they must provide a copy to the School. This must be for a minimum of £5 million (current County standard).
- 5.4. 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. If the county's policy doesn't respond for any reason, it is the hirer who remains responsible for any loss & expense, even if the hire was free.

# 6. LICENSES

6.1. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.

#### 7. ALCOHOL

- 7.1. No alcohol is to be consumed or sold on school premises without written permission from the school. Such requests must be made at the time of application.
- 7.2. 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.
- 7.3. The Hirer must ensure no drinks are supplied to persons under 18 years of age.

# 8. Safeguarding

- 8.1. The school is dedicated to ensuring the safeguarding of its pupils at all times. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
- 8.2. 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 extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

Application to	hire acco	ommodatio	n and/or s	ervices (LT	01)				
Little Hadham	Primary :	School:							
Full name of o	organisatio	on:							
Nature of fund	ction:								
Date(s) requir	ed								
	Preparation time		Function time		Clearing	Clearing time		For Office use	
	From	То	From	То	From	То	Charge	VAT	
Hall									
Kitchen									
Classroom									
Football pitch									
Playground									
wish to apply	for the us	e of the acc	ommodati	ion and/or s	service spe	cified abov	e and any sp	named above. ecial conditions over 18 years of	
Signed (Hirer)					Name:				
Address:					Tel no:			·	