

# Redbourn Primary School



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## Lettings Policy

**Date of Issue: 11<sup>th</sup> May 2021**

**Reviewed: 15<sup>th</sup> May 2023**

**Reviewed: 21<sup>st</sup> May 2024**

**Next Review: May 2026 (rates reviewed annually)**

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## Roles and Responsibilities

The Law states that governors control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes, as outlined in Section P of the HCC Property Matters guide.

The Local Authority controls the use of (community) school premises during normal school hours, but the day-to-day management is the responsibility of the Headteacher. If there is a surplus of accommodation during the normal school day then the Headteacher can let those facilities on a normal letting basis (i.e. governors cannot enter into a lease or tenancy agreement).

The governors of Redbourn Primary School are keen to promote the Local Authority policy in encouraging the community use of school buildings and facilities.

Control of school lettings is the responsibility of the Headteacher (day to day responsibility can be delegated to the office and site staff), who is authorised to negotiate fees within the limits determined by the Governing Board.

The office staff (School Business Manager, Office Manager and Admin Assistant) are responsible for maintaining records for each organisation/individual hiring Redbourn Primary School premises.

The **headteacher** will:

- establish a central booking system.
- apply the criteria agreed by the governing board and consult the Finance, Personnel and Premises (FPP) Committee on requests for bookings which do not meet them or where there is a potential conflict of interest.
- ensure that proposed lettings will not impact on the reputational risk to the school and take action accordingly.

The **governing board**, with advice from the headteacher, will:

- balance the desire to generate income against the desire to support “worthy” groups within the community.
- agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria. These could include educational focus, charitable causes, benefit to the community, etc.
- take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school.
- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils.
- consider issues of political balance.
- consider the implications of all requests received for the health, safety and security of pupils and staff.
- consider the implications for workload of all staff of any decisions it makes.
- take advice from the Local Authority on the charges to be levied (where appropriate).

## Charging Rates

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 FPP Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Board as recorded in their minutes. The new rates are normally implemented from the start of each academic year. The charging rates are set out in Appendix A.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use, the Headteacher may use discretion to give a discount to certain hirers. This must be discussed with the Headteacher prior to agreement and details recorded with the hirer's records.

## **Arrangements for monitoring and evaluation**

The FPP Committee of the governing board will receive reports from the headteacher on a termly basis of the schedule of use of the school outside of the school day, the number of groups involved and the net profit from such activities.

Issues that required intervention by the site manager or headteacher will be noted, together with the action taken and the outcome. The committee will consider whether the additional use of the school premises is achieving the purposes set out above.

## **Other information**

The scope of this policy covers all applications to hire the school buildings and outside areas, including from extra-curricular clubs and peripatetic lessons delivered by organisations and individuals external to Hertfordshire County Council. It does not include the premises occupied by Redbourn & Villages Family Centre.

This policy should be read in conjunction with the school's Health and Safety policy and Child Protection policy.

Contact for all enquiries:

Redbourn Primary School  
Long Cutt  
Redbourn  
AL3 7EX

01582 792341

[admin@redbournprimary.co.uk](mailto:admin@redbournprimary.co.uk)

## **Appendices**

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Application to Hire Accommodation and/or Services (LT01)	Appendix B
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Terms and Conditions of Hire (LT02)	Appendix D
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## Appendix A



### HIRE CHARGE RATES PER HOUR OR PART HOUR FROM 1 APRIL 2024

Room rates for community use				
Room (max occupancy seated)	First hour	Second/ subsequent hours	Per day (6 hours)	Per week
Hall (upper 180/lower 120)	£26.00	£13.00	£83.00	£415.00
Classroom (30)	£13.00	£9.25	£52.00	£260.00
Peripatetic room/area (5)	£6.00	£4.00	£20.00	£100.00
Playground/field (plus VAT)	£13.00	£7.25	£42.00	£210.00
Agreed rate for Redbourn After School Club from 1 September 2024	-	-	£40.00 3:00pm-6:15pm	-
Additional key holder fee for access outside of opening hours	£21 fee to cover open and close			
Additional cleaning fee	£17 per hour			

The hire fee covers all utilities that would be reasonably expected. There will be a surcharge in the event that a hirer wishes to use a large amount of school electricity e.g. to power an inflatable. A surcharge will also be payable if the hirer wishes to use water other than for drinking, hand washing or cleaning.

The maximum occupancy seated should not be exceeded and will be reduced accordingly depending on equipment in place (tables, staging etc.)

The number of chairs available in the school halls is lower than the maximum occupancy. Additional seating can be brought in with prior agreement (see section 6 of the Terms and Conditions of Hire).

Bookings to be made by completing form, reservation deposit to be taken at time of booking (10%).

Hire charges must be fully paid in advance of each session of hire.

10% discount for block bookings (10+ weeks).

School opening times during school holidays – 8am to 4pm weekdays. Additional charges may be applied outside of these times.

# Appendix B



## APPLICATION TO HIRE ACCOMMODATION AND/OR SERVICES (LT01)



### NOTE:

- (1) Submit applications (including a completed Insurance Declaration Form) to the School Office (email: admin@redbournprimary.co.uk) at least 14 days in advance of hiring.
- (2) Use a separate form for each date unless the accommodation required is the same.
- (3) Please complete form in BLOCK LETTERS.

SCHOOL: Redbourn Primary School

SCHOOL NO: 451

FULL NAME OF ORGANISATION: \_\_\_\_\_

NATURE OF FUNCTION: \_\_\_\_\_

DATE(S) REQUIRED \_\_\_\_\_

SEATING REQUIRED FOR: \_\_\_\_\_ (See Condition No.5 of TERMS AND CONDITIONS – LT02)

Area Required	Tick If Req'd	Preparation Time		Function Time		Clearing Time		For Office Use	
		FROM	TO	FROM	TO	FROM	TO	£ CHARGE	VAT
Hall									
Classroom - 1									
Classroom - 2									
Other specified area									
Sky Area									
Playground/playing field									
Keyholder fee									
* PUBLIC LIABILITY INSURANCE						CHARGE PER OCCASION			
<p>The Hirer is required to hold Public Liability Insurance, and to let the school have a copy of the cover notice <u>prior</u> 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.</p> <p>No hiring should take place without this insurance cover arranged either by the Hirer or through the school.</p>						*HIRER INSURANCE FEE			
						TOTAL VAT			
						TOTAL CHARGE			
						RESERVATION DEPOSIT REQUIRED (10%)			

I agree to pay the charge accordingly to the scale in force at the date of the hire, payable 10 days prior to the event taking place. I am over 18 years of age.

Public Liability insurance is essential in all cases set at £5,000,000 minimum and hirers not having their own will be added to the schools insurance scheme at the rate of 10% of the hire fees provided certain conditions are met.

The Hirer shall indemnify the School from and against all costs, claims, expenses or damage incurred or suffered by the School arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the School.

Should the hirer be a no show on the day of the booking, no refund will be forthcoming and only cancellations due to the facility being unfit for use will qualify for a credit or refund.

It is a condition of the hiring that no responsibility can be accepted by the Governors for loss of, or damage to, any private property which may be brought on to the premises as a result of the hiring.

The school site must be left in the condition it is found. The hire is for space only and any cleaning up, set up or break down required to be carried out by our site staff, will be chargeable at a rate of £15p/h.

I have read the Terms and Conditions of Hire LT02 (Appendix D), 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, payable 10 days prior to the event taking place. I am over 18 years of age.

SIGNED (ORGANISER) \_\_\_\_\_ NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ CONTACT TELEPHONE NO. \_\_\_\_\_

NAME AND ADDRESS OF PERSON TO WHOM ACCOUNT SHOULD BE SENT IF DIFFERENT TO ABOVE:-

\_\_\_\_\_  
\_\_\_\_\_

<b>FOR OFFICE USE</b> AUTHORISATION OF HIRE signed _____ DATE _____
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## Appendix C



### INSURANCE DECLARATION

Insurance Cover – to comply with the conditions of the hiring agreement.

Please complete where applicable:

☐ I maintain a Public Liability Insurance Policy of at least £5,000,000 and have provided the school with a copy of the current insurance certificate.

**OR**

☐ I wish to be covered by Redbourn Primary School's Public Liability Hirers Insurance Policy (subject to the exclusions below) during the period of hire and agree to pay the premium cost of 10% of the hire with the hire charge.

☐ I understand that there is an excess payable of £500 relating to each and every claim.

Signature : ..... Date : .....

Organisation : .....

Full Name (Block Capitals) : .....

### Exclusions

The following activities of hires will not be covered under Redbourn Primary School's Public Liability Hirers Insurance Policy:

- Meetings organised by political parties
- Professional entertainment
- Commercial or business functions
- Martial arts/football/pilates
- Sporting injuries caused by one participant on another
- Fireworks

## Appendix D

### TERMS AND CONDITIONS UNDER WHICH ACCOMMODATION AND SERVICES CAN BE PROVIDED (LT02)



## **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 OR policy in advance of the hiring, unless they are entitled to purchase cover through the school's Hirers Liability Insurance policy (see section 18)
- 1.3 Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire. Even though the cost is repaid to Governors and County Council, considerable inconvenience is caused for other persons wishing to use the building.
- 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**

- 2.1 No responsibility can be accepted by the Governors or the County Council 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 For a long term let, monthly or termly invoices will be raised which should be settled promptly on receipt.
- 3.4 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment or late payment.
- 3.5 The School/Governors will accept no liability whatsoever for any loss on your part if a booking is terminated for any reason beyond its control.

## **4. INSTALLATIONS AND USE OF PREMISES**

- 4.1 The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Governors in writing.



- 4.2 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. Hirers are responsible for ensuring their attendees do not attempt to access other areas of the site.
- 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 other 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 required by site staff.
- 4.6 Hirers are responsible for leaving the accommodation hired clean and tidy (including outside areas) and the disposal of rubbish generated during the period of hire. The playground should be left free of mud from boots. Basic cleaning materials and equipment can be provided. Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 4.7 Smoking or vaping anywhere in the school and its grounds is not permitted.
- 4.8 No application will be granted for any purpose, which may jeopardise the insurance of the school.

## **5 HEALTH AND SAFETY AND SAFEGUARDING**

- 5.1 The hirer is responsible for complying with relevant health and safety legislation including any specific regulations relating to their event/activity or to comply with current Covid government guidance.
- 5.2 The school's risk assessment will be provided to hirers. Additionally, hirers are required to complete their own risk assessment and to send this to the school prior to the booking being confirmed, and to comply with any further actions identified therein.
- 5.3 The Hirer will be responsible for supervising all those persons who are participating in the activity, including being able to demonstrate that the adult to child ratio is in line with best practice and meets the minimum requirements set out by the school. The Hirer must have adequate emergency procedures in place (eg mobile phones, first aid facilities etc), and keep a list of attendees. Hirers should familiarise themselves with the Fire Exit location(s) and meeting point(s). If there are disabled room users, then prior to the commencement of room usage, they should ascertain a means of escape available to them in the event of a fire or emergency.
- 5.4 In the event of an evacuation of the site the assembly point is the upper playground (upper hall, upper classroom, upper playground or playing field hire) or the flat area on the lower playground (lower hall, lower classroom or lower playground hire). All hirers will be provided with a site induction and instructions on emergency procedures. Hirers are responsible for ensuring their participants are aware of the assembly point and maintain social distancing following an evacuation.
- 5.5 Any club that offers a sport or activity to children or vulnerable adults has a responsibility to safeguard them. If the Hirer is carrying out this type of activity, they should have a

Safeguarding Policy in place to demonstrate how they will keep children and vulnerable adults safe from harm. This should be made available on request.

## **6 MAXIMUM ATTENDANCE**

- 6.1 The number of chairs suitable for adults in Primary schools is usually less than the maximum capacity of the hall. Subject to 5.1 additional chairs may be brought in by the Hirer at his/her own expense. The Headteacher should be consulted about times of delivery and removal.

## **7 USAGE OF SCHOOL PREMISES ON SUNDAYS OR BANK HOLIDAYS**

- 7.1 An application for the use of the premises shall be granted for Sundays or Bank Holidays, with the consent of the Chair of the Governing Board. Where consent is given, the use of the school premises end at 10:00 pm. An extension of this may be approved in special circumstances and prior notice should be given.

## **8 TERMINATION**

- 8.1 If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.
- 8.2 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.
- 8.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 8.4 The Governors and County Council 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.
- 8.5 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 including the reservation deposit) 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 County Council shall have no further liability in that respect.

## **9 CHANGES IN CHARGES**

- 9.1 The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month's notice in writing of their intention to do so. Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change.

## **10 FAILURE TO USE ACCOMMODATION**

- 10.1 In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, no money that has been paid shall be refunded apart from the deposit, providing there are no damages.

## **11 USE AND TIMES**

- 11.1 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.

## **12 COPYRIGHT**

- 12.1 It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright and ensuring the appropriate licences

## **13. PUBLIC PERFORMANCES etc**

- 13.1 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.
- 13.2 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice.

## **14 ALCOHOLIC DRINKS**

- 14.1 If alcoholic drinks are to be served at a function:
- 14.2 The Hirer must inform the school of this **at the time of booking** the accommodation.
- 14.3 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 14.4 No person may be admitted after 10:00 pm.
- 14.5 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- 14.6 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence (Temporary Event Notice) is obtained and that there is compliance with its conditions.
- 14.7 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

## **15 USE OF KITCHEN FOR THE PREPARATION OF MEALS**

- 15.1 It is advisable for the Hirer to discuss their catering requirements directly with the Head of Kitchen before the letting.

## **16 OUTSIDE EQUIPMENT**

- 16.1 The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.
- 16.2 Any request to use school PE or play equipment should be made at the time of booking and is subject to approval. Use of any such equipment will be at the hirer's own risk and school

will not accept any liability for damage, accident or loss. All equipment should be returned to its original position at the end of the hire.

## **17 EQUALITIES AND DIVERSITY**

- 17.1 The school is committed to ensuring Equality and Diversity. Accepting this booking means that you will agree to these terms and conditions and be responsible for ensuring that everyone using these premises at your event is aware of this responsibility. This includes all key protected equality strands.

## **18 SCHOOL HIRERS PUBLIC LIABILITY**

- 18.1 This is available for a small additional charge that can be confirmed at the time of booking. It is only suitable for one off personal hires.
- 18.2 The cover available is for a limit of indemnity of £5 million any one occurrence and the hirer will be responsible for the policy excess of £500 each and every claim.
- 18.3 The insurance does not cover any claim for personal injury or damage arising from the use of the school:
- i. for meetings organised by political parties
  - ii. for commercial or business use
- 18.4 Any accident or incident that may give rise to a claim under this insurance should be reported to the school office as soon as possible and no later than 48 hours after the hirer becomes aware. The school will then notify the council's insurance section.

## **19 KEY HOLDERS**

- 19.1 Key holders need to be limited to long term hires to reduce the risk of theft and or arson occurring in the school, if theft and or arson occurs without forcible entry or exit the school would not be insured for the damage or loss.
- 19.2 If the hirer is a long term hirer, a signed agreement (Appendix E) would need to be in place detailing who the key holders are, the key holder's responsibilities, the importance of locking up correctly, their responsibilities for returning the keys if they leave and a contact number will need to be provided of a member of the senior management team for them to call if necessary.
- 19.3 In the event of the key holder failing to lock the school, the right to be a key holder may be withdrawn. If failure to secure the school leads to financial loss then damages may be sought from the key holder.
- 19.4 If the hirer is a one off hirer and not a long term hirer they **should not** be a key holder.
- 19.5 Key holder guidelines:
- Keys holders should be kept to a minimum where possible.
  - Ensure keys are returned when a hirer leaves.
  - Hirers of the school need to be let in by a school staff member (site manager) if they are a one off hirer.
  - The school then needs to be locked up by a staff member at the end of the hiring if they are a one off hirer.
  - A staff member does not need to be on site for the duration of the hiring.
  - Rooms with valuable items in, such as IT Suites need to be locked or secured wherever possible. If an item was stolen i.e. a laptop without forcible entry or exit there would be no cover in place for this item.

- Where possible restricted access should be given.
- If possible where the hirer is unknown or it's a hiring where the numbers vary a head count should be undertaken in and out.
- It is recommended that key holders should be 18 years of age.

## Appendix E



### KEY HOLDER AGREEMENT

This agreement is made between:

**Redbourn Primary School, Long Cutt, Redbourn. AL3 7EX**

And:

..... (Name) ..... (Address)

In respect of the hire of premises outlined in the Letting Agreement dated .....

..... (Name) is authorised by Redbourn Primary School to hold the keys and alarm fob of the upper/lower school (delete as applicable) in line with the following:

#### Key Holder Delegated Responsibilities

The key holder's prime responsibility is the security of the premises. Prior to the commencement of the let the key holder will be made familiar with the school, particularly the location of a phone for emergency use, location of fire exits, procedures for security checking when locking up and the standards of cleanliness and tidiness.

The key holder must also be aware of and accept that they are responsible for leaving the school secure at the end of each letting.

Access is restricted to agreed letting arrangements and is subject to confirmation of adequate insurance cover confirmation being received.

#### Emergency Procedures

In case of an emergency, the key holder should contact name: ..... on ..... . An additional charge may be made if the site manager is called out to the site.

#### Declaration

I acknowledge receipt and take full responsibility for the keys and alarm fob to Redbourn Primary School while in my possession.

I understand that any key/fob issued to me remains the property of Redbourn Primary School and is provided for my sole use as key holder.

I understand that the key may not be duplicated, transferred or loaned to any other person.

I understand that I am required to immediately report the loss, theft or damage to the key in my possession and that a charge for replacement will be made.

I agree to return the key and alarm fob in my possession upon termination of the Letting Agreement or when requested to do so by Redbourn Primary School.

I have read and understand the Letting Agreement and Key Holder agreement and agree to abide by these terms and conditions.

_____	_____	_____
Name	Signature of Key Holder	Date

Signed below on behalf of Redbourn Primary School:

_____	_____	_____
Name	Authorised Signature of School	Date