

Hormead CE (VA) First & Nursery School



Lettings (Hire) Policy

Updated Policy:	Spring 2022
Approved by FGB:	Spring 2022
Governors Committee:	Finance Committee
Lead Member of Staff:	Mrs Tompkins
Status & Review Cycle:	Annually
Next Review Date:	Spring 2023

Introduction

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes. They acknowledge that the use of the premises is ultimately a matter for the head teacher, but they positively encourage the utilisation of the school building and land in a manner which is consistent with the aims and purposes of the school.

Allowing the school premises to be used outside school hours is not without its costs; this policy is designed to ensure that the school is covered financially when doing so.

Use of the School premises by the School, or on behalf of the School (e.g. FPHS, PCC) are not subject to the charging elements of this policy. A copy of the Charges (Appendix A) and Conditions for Hire (Appendix B) will be sent with the Application Form (Appendix C) to the Hirer when the initial enquiry is made.

This policy should be read in conjunction with the Health and Safety Policy.

Categories of Lettings

The use of the School premises is divided into the following three categories:

- i. Community, Charity and Leisure Learning (e.g. adult education, fundraising)
- ii. Personal (e.g. Birthday parties)
- iii. Commercial (e.g. Health & fitness groups)

Availability of Premises

Designated areas within the school are available for hire unless required by the school. These are listed in Appendix A alongside a simple plan of the school site.

Weekday availability is from 5.30pm-9pm, and weekends from 9am-9pm.

We will also consider bookings for the hall or meeting room during the school day and reserve the right to charge a reduced rate (Appendix A) should they be accepted, if they do not impact the normal cleaning of the rooms used.

The Governing Body have a legal responsibility to comply with the maximum capacity allowed under Health & Safety requirements for the premises. Hirers should provide an estimated number of persons expected for their booking/activity.

Charges

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in Appendix A. Any charges made will cover heating, electricity and staffing costs for the duration of the booking. VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

Changes in Charges

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, and any deposit paid shall be refunded.

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 amount paid over the initial deposit will be refunded. However, if any damage is caused, this amount may be held to cover expenditure.

Application Procedures

- a) Application forms (Appendix C) should be submitted to the school at least two weeks before the first day of the proposed letting along with any deposit. In the case of block bookings, four week's notice should be given. The person signing the application form will be considered to be the Hirer.
- b) The Hirer will be required to return the completed application form to the School along with any other relevant paperwork (insurance documents and/or licence information) before a booking can be accepted. The booking acceptance will be confirmed by the return of the application form to the Hirer, signed by the Headteacher on behalf of the Governing Body.
- c) The application form will then act as the Lettings Agreement, in conjunction with the Conditions for Hire (Appendix B of this policy). A copy of the application form will be retained on file for our records by the Office Manager.
- d) All applications will be considered on their merits, taking into consideration the suitability of the activity on School premises. The Governing Body reserves the right to:
 1. refuse applications without giving a reason.
 2. have a representative present at any function.
 3. terminate any activity not properly conducted.
- e) Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment can be made in monthly installments at the start of the month, or weekly in advance of the booking.

Roles and Responsibilities

The Office Manager will hold responsibility for taking enquiries and requests for bookings, and ensure that the Application Procedure is followed by the Hirer. They maintain appropriate records and files, and enter into correspondence with the Hirer regarding their booking. They will liaise with the Headteacher as appropriate.

The **Headteacher** will act on behalf of the Governing Body in determining the suitability of the booking and ensure that all paperwork is in order and/or that the Conditions of Hire are met. They will arrange for an authorised member of staff (usually the School Caretaker) to enable access for the booking. The Headteacher has the authority, on behalf of the Governing Body, to agree to a booking and sign the application form. The Headteacher retains the right to decide on the availability of School equipment to the Hirer.

The **School Caretaker** will ensure that the premises are clean and tidy in preparation for any booking. This will include making available rubbish bins and bags for the use of the Hirer, First Aid Kit.

The **Governing Body** will ensure this policy is fit for purpose, and that it meets any requirements placed upon them as appropriate. They may decide to appoint a representative to attend a booking to ensure that this policy is complied with or to provide support.

Review and Responsibility for this Policy

This policy will usually be reviewed every three years, and at any other time as may be necessary. It will be reviewed by the Governing Body.

Appendix A – Hourly charges

Appendix B – Conditions of Charges

Appendix C - Application Form

Appendix D – Covering Letter (Acceptance)

Hourly Charges for Hiring School Premises

Personal/Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that extra cleaning is required in order to return the hired area to a satisfactory state or chargeable breakage(s) occur. This money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer following the hire period, or upon termination of a regular booking. The deposit is forfeited if any of the conditions of hire are breached by the Hirer.

Types of use are defined in the Charging and School Lettings Policy Section 2 'Categories of Lettings'.

Hourly Charges

The venues are available 5:30pm – 9pm weekdays, 9am – 9pm weekends. We will also consider bookings for the hall or meeting room during the school day and reserve the right to charge a reduced rate (shown in brackets) should they be accepted if they do not impact the normal cleaning of the rooms used.

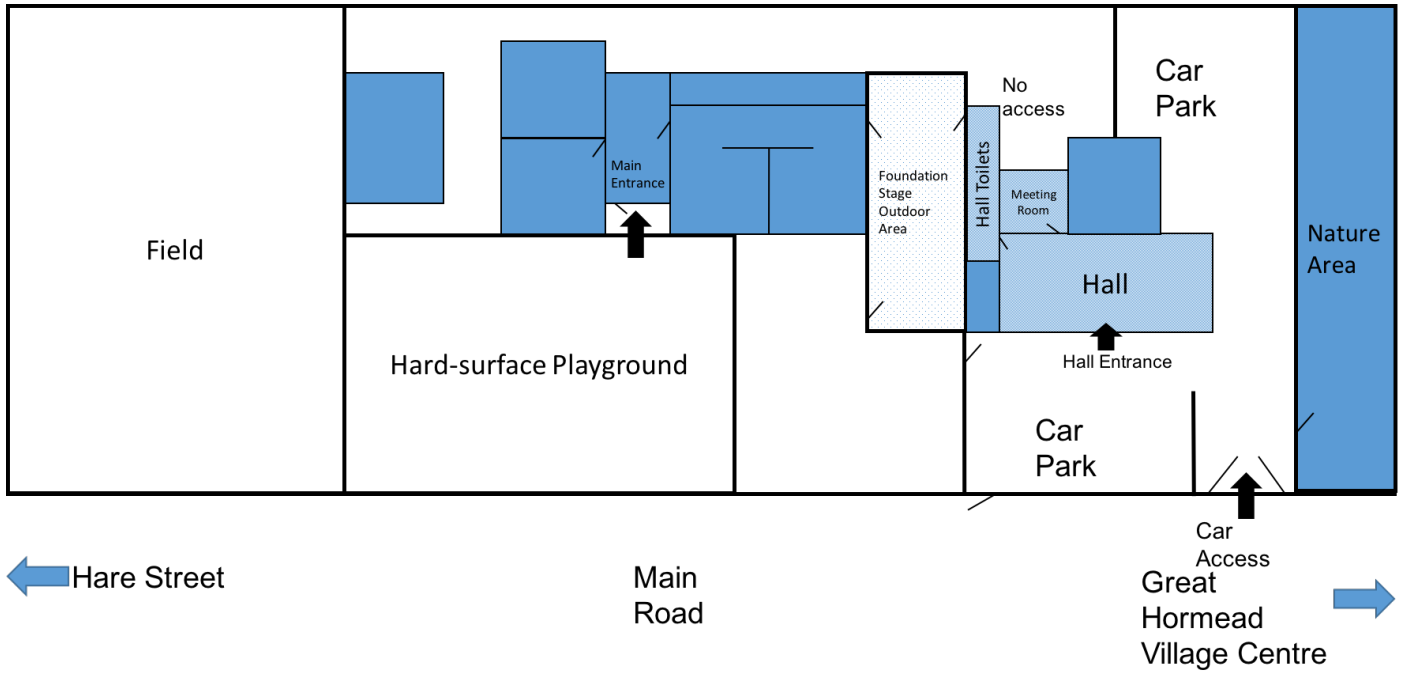
A £30 weekend supplement will be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the school outside the standard school week.

	Community use	Personal/Commercial use
Hall (100 standing, 80 seated)*	£20	£30
Board Room (10 seated, 20 standing)	£10	£15
Field & Playground** (500 total)	£40	£60

**This includes the use of the board room for the purpose of accessing the kitchen.*

***The permanent play equipment is used at entirely the hirers risk. Any damage incurred to this equipment will be chargeable to the hirer. Please inform the school if you think this equipment might be used during your booking so we can ensure it is safe and advise of how to supervise it appropriately.*

Simple Premises Plan of available Hire Spaces



THIS PLAN IS NOT TO SCALE. A VISIT IS STRONGLY RECOMMENDED BEFORE BOOKING.

MAP IS INCORRECT UNDER REVIEW

Conditions of Hire

Application to Hire

All hiring requests should follow the Application Procedure.

1. Hirers should complete the Application Form in full and return to the School not less than two weeks before the first date of the hiring period.
2. Any deposit and relevant paperwork/documentation (Insurance / licence/ DBS) must also be submitted before a booking can be accepted.
3. The School will confirm the booking in writing and return the Application Form once it has been signed by the Headteacher. This forms the Letting Agreement and the Hirer is deemed to have accepted all the terms and conditions of hire.

Hirers should contact the school if they have any questions or queries regarding these conditions or their booking.

Use of Facilities

- a) The Hirer must be present for the duration of the hire period, and times of hire and areas booked must be adhered to. The Kitchen is strictly out of bounds. Only the rooms agreed on the Application Form may be used. They must not leave the premises until they have handed over to a member of staff to lock up (usually the School Caretaker).
- b) The stated maximum capacity for the areas hired must not be exceeded under any circumstances.
- c) The Hirer will be responsible for the proper use of the School facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings (including the hall floor), furniture and fittings, or School equipment. The Hirer will be charged costs incurred to the school for making good any damage to the premises and property.
- d) Specialist school equipment is not generally available e.g. projectors, computers, cookers, piano etc., unless arrangements have been made and confirmed in writing by the Headteacher.
- e) Chairs, fold down benches and tables are available by prior agreement. They must be left in a clean, tidy state, in agreed storage areas and with no damage.
- f) Hirers use of school provided equipment is entirely at their own risk. Any damage incurred is chargeable to the hirer.
- g) Hirers must ensure that the premises will not be used for any activity or purpose which may be deemed contrary to English law.
- h) Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.
- i) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment i.e. Pat Tested). Lower voltage equipment must also be safe and in good condition.
- j) The Hirer must be advised that they must complete their own risk assessments for activities during the hire period, copies of which must be held by the school. Hirers are also responsible for ensuring they meet legal requirements for DBS checks, insurance, data protection and other statutory policies, as appropriate.
- k) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide First Aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure if necessary. Usually, this would be to gather outside on the hard-surface car park, using the nearest designated Fire Exit to leave the building.

- l) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- m) The Hirer must observe any instructions given by the School concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session. Moving furniture from room to room is not permitted without prior written agreement.
- n) No ceiling decorations are to be used. Weighted helium balloons can be used but not attached to walls or ceiling.
- o) Portable display boards are available if required, on which pins or Velcro can be used to affix display items. Nothing is to be fixed or attached to the walls. Any damage caused will be chargeable.
- p) Nothing can be removed from, or added to, the display boards in the hall or meeting room, without prior written agreement from the Headteacher.
- q) Toilet facilities are available for use by the Hirer.
- r) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school. The premises are to be left in a clean and tidy condition. Time for clearing up is part of the hire period.
- s) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised. Evidence of this must be provided before a booking can be confirmed.
- t) The school reserves the right to levy an additional charge to cover:
 - a. any additional cleaning that may be required after an event,
 - b. the cost of repair of damage to the school fabric (buildings and furniture) or equipment,
 - c. the cost of replacement of any items of school equipment if uneconomical to repair.
- u) For security reasons, the Hirer will not have general access to the school telephone other than for contacting the Emergency Services. Instructions for how to do this are by the telephone (For the Hall, the telephone is in the Teaching Kitchen). Hirers are advised that Mobile Phone signals are not good in the area.
- v) Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a specific license – please see Section 9 for further information. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.
- w) Smoking is not permitted anywhere on the School premises – there are no designated smoking areas on the school site. This includes the use of vape devices and e-cigarettes.
- x) Ball games are not permitted inside the School Premises.
- y) Animals, other than Guide or Assistance Dogs, are not permitted anywhere on the School premises. This is purely on grounds of hygiene in keeping with Hertfordshire County Council Policy.
- z) No combustible materials are to be used within the school, except with the express written approval of the Governing Body.

Usage of school premises on Sundays or Bank holidays

No application for the use of the premises shall be granted for Sundays or Bank Holidays, except with the consent of the Chairman of the Governing Body. Where consent is given, the use of the school premises end at 9.00pm. An extension of this may be approved in special circumstances and prior notice should be given

In the event of an Emergency, Incident or Near Miss

In addition to facilities **k)** of the **Use of Facilities**, Hirers should contact the School Caretaker, or other supervising member of staff, as soon as possible after an incident or Emergency. Their contact details will be on the letter confirming the booking. Hirers will have access to the school telephone (located in the Board Room) for Emergency use only. The relevant member of staff can also be contacted using this phone.

The School will ensure that relevant Incident Report forms are made available to the Hirer who, in turn, must ensure one is completed correctly and that an investigation is undertaken of any incident or near miss. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment, then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

In the event of fire (additional information)

The Hirer will call the Fire Service (if school staff are not present and supporting the activity). All users will evacuate the building via the nearest fire exit and muster at the designated point (the hard-surface car park). Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this. Fires must be reported using the County Council Incident Report form (provided above).

Payment

Deposits should be paid on confirmation of hire from the school. The balance must be paid ten days prior to event, if these terms are not met, the school has the right to cancel the booking, unless alternative arrangements have been discussed with the Headteacher. Payment method is via BACS. Account details, Hormead C of E Primary School, Sort code, 60-10-39, account number, 18406912.

Security of the Premises & Right of Entry

Entrance to the school will be via the agreed entrance suitable for the booking, which will be opened by the School Caretaker in good time for the start of the hire period. For security reasons, the school keys will not normally be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use. Hirers must not share any security codes required for access to the site with others, or use them to gain access to the site at times other than those agreed for the hire period. The Alarm Code will not be shared with Hirers.

The Headteacher and School Caretaker retain absolute right of entry to the school building and grounds during any period of hire.

Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and they must produce documentary evidence at least one week before the letting takes place i.e. entertainment licence. This should be shown to the school a copy will be retained for our records. The Hirer will indemnify the Governing Body and LA against any action brought about by failure to obtain the necessary license(s).

Alcoholic Drinks

If alcoholic drinks are to be served at a function The Hirer must inform the school of this at the time of booking the accommodation. The Hirer must also inform the local Chief Officer of Police at least one week before the event. No person may be admitted after 8.30 pm. Adequate supervision must be provided at both the main entrance and all other doors, including fire exits. 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. 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) The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

Insurance & Liability

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any School equipment.

The Hirer must provide evidence to the Headteacher that they have adequate and appropriate insurance cover before a booking can be accepted. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

The Governing Body shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or LA at the school; or
- Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want of repair in the premises or in the means of access to the premises; or
- Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

Cancellations

a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a booking the following term (carrying forward any fee already paid), if applicable, or refund the remainder of any fee/deposit paid less any charges already incurred if no further bookings are required.

b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund of the fee/deposit paid will be made. The Governing Body (school) and the Local Authority accept no liability in respect of commitments/costs incurred by the Hirer due to such cancellations. Hirers are advised to consider this as a possibility and take out insurance to cover any potential losses if these might be significant.

Conduct

Hirers must have regard to this Code of Conduct for the duration of the hire period.

- 1) All visitors to the event/activity must stay in the area hired and not congregate elsewhere. They should have due regard for our neighbours when leaving the premises, preferably supervised by the hirer.
- 2) As part of the good running of the school, we hold confidential information about the children and families we work with. This information is held in strict confidence and we expect any Hirer to behave in a way that respects this. Users are not permitted to access cupboards or other places such information may be stored.
- 3) Hirers are responsible for leaving the premises in the same condition they were in prior to the hire period and for ensuring that they are clean and tidy. Please use the rubbish bins provided.
- 4) Music must be played at a reasonable level so as not to disturb our neighbours. All doors should be kept closed to prevent music being heard outside. The School Caretaker and/or Governing Body representative (if present) is authorised to reduce the volume of the music if they believe the volume is too loud.
- 5) Disorderly behaviour cannot be tolerated. If a user is deemed to be behaving inappropriately, verbally/physical aggressive, or is deemed to be under the influence of drugs, they will be asked to leave by the School Caretaker, Governing Body representative (if present) or a member of staff. If they refuse, the police will be involved.

Child Protection

If children are going to be present during the hire period, the Hirer must ensure the safety of those children and act immediately at the time of any incident to safeguard children. Hirers have responsibility to ensure that adults are appropriately qualified and DBS checked for activities they are organising. The School Caretaker, members of staff present in an official capacity or the Governing Body representative (if present) have authority to act upon any incidents they deem require the safeguarding of children, and will follow our School Child Protection Policy.

Personal information about children displayed in school, either for the Hirers activity or for the normal running of the school, must be treated as strictly confidential and not distributed in any form (including photographs of displays etc.).

Reporting Damage

Any damage to the premises or its contents by the hirer or users must be reported on the day of hire to the School Caretaker. This must be followed by a written report on the damage caused.

Parking

The Governing Body and Local Authority is not responsible for the safety of your vehicles or their contents. Hirers must provide their own parking attendant if needed. Parking on site and outside the school site is entirely at the Hirers and owners risk.

Limited Parking is available in the space in front of the hall and at the rear of the hall. We are unable to allow access to the field or playground for parking purposes. There is space for approximately **10** cars in this space. Any oil spillage must be cleared up by the Hirer.

Whilst it is possible to park on the road outside the school, please be aware that Traffic Wardens regularly patrol this road and we recommend that you park within the law (not on the yellow zig-zags during the period outlined) and with due regard to our neighbours and other road users. The driveway opposite the school is private and not to be used for turning or parking under any circumstances.

Advertisements

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Governing Body. The Governing Body retain the right to ask the Hirer to remove any such materials or equipment that they deem to pose a risk to the school building, likely to lead to a disturbance, is unlawful or unseemly.

Failure to abide by Conditions

If, during the period of hiring, the School Caretaker, Governing Body representative or member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. The police will be immediately notified if there has been a serious breach or for failure to comply with this verbal notice.

Additional Conditions

The Governors reserve the right to impose additional conditions to those described above as and when they consider it appropriate to do so. These will be given in writing in advance of the hire period starting.

Changes to these Conditions

The Governing Body reserves the right to review, alter, update or change these conditions as they see fit. Hirers will be notified of any changes in writing.

Updated



Hormead CE (VA) First & Nursery School

Application for Hiring School Premises



Contact Details

Name of Hirer:		<u>If you are applying on behalf of a group or organisation, please give details here:</u>	
Postal Address:		Group Name:	
		Main Contact (if other than yourself):	
Telephone:	Home:		
	Mobile:		
E-mail Address:			
Emergency Contact Telephone Numbers:			
Name:		Number:	
Name:		Number:	

Hiring Details

Type of Booking: <input type="checkbox"/> Community <input type="checkbox"/> Personal / Commercial		Venue Required (please tick all that apply) <input type="checkbox"/> Hall <input type="checkbox"/> Meeting Room <input type="checkbox"/> Playground/Field	
Approximate number expected to attend:			
EITHER: Single Booking Date of Hire:		OR: Regular Booking Day of Week:	
Time of Hire: (For both Single and Regular Bookings)	From: To: Total Hours:	Frequency:	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Other:

Declaration

I have read and understood the Conditions of Hire, and agree to fully adhere to them. I accept full responsibility for the Health and Safety of those using the premises for the hire period.	
Signed:	Countersigned (upon acceptance by school):
Date:	Date:
Print Name:	Print Name:

Please return this form, along with any deposit required and other documentation as per the Conditions of Hire, to The school office manager, Hormead First & Nursery School, Great Hormead, SG9 0NR

Appendix D – Covering Letter (Acceptance)



Hormead CE (VA) First & Nursery School

Email: admin@hormead.herts.sch.uk

Website: www.hormead.herts.sch.uk

Dear

This is to confirm that we have accepted and agreed your booking with our school. Thank you for choosing our school to host your activity.

Please find enclosed a copy of your original booking form, now countersigned by the Headteacher on behalf of the Governing Body.

Unless otherwise agreed with the school, you should arrive at least 10 minutes before the start of your hire period to meet with the supervising member of staff who will help you familiarise yourself with the hire venue.

The cost of the hire will be £50.00. Please pay via BACS. Bank details: Sort Code : 60-10-39 account number: 18406912. Please use reference Sienna hall. This should be paid at least 2 weeks prior to the hire day. Thank you.

If you have any further questions, please contact the school.

Yours sincerely,

Lynda Cowler
Headteacher

The Supervising Member of Staff will be: **Mr Stamp**

Telephone Number: _____

In the event of an emergency, please ensure you contact this person.