

# OAKMERE PRIMARY SCHOOL

## Lettings POLICY



**Policy Approval Date:** April 2023

**Minor revision:** September 2023

**Review date:** April 2024

**Headteacher Signature:**

*A Wilson*

**Chair of Governors Signature:**

*C Daniel*

The Law states that governors control the use of the school premises outside normal school hours, but 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 governors of Oakmere Primary School are keen to promote the Local Authority policy in encouraging the community use of school buildings and facilities.

Daily control of school lettings is the responsibility of the Headteacher (and the Office Manager), who is authorised to negotiate fees within the limits determined by the Governing Body.

The Office Manager is responsible for maintaining records for each organisation / individual hiring the premises.

### **Charging Rates**

The governors determine their own charges for all lets outside the Free Letting Scheme\* 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.

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 their discretion to give a discount to certain hirers. This must be discussed with the Headteacher prior to agreement and details recorded with the hirers records.

**One off hire charges must be fully paid in advance of each session of hire**

### **Hourly Hire Charge Rates for 2023/2024 (April to March) – adult classes**

Hourly charge £30/hour – Infant Hall	
1 session per week	£30/ hour
2 sessions per week	£28/hour
3 sessions per week	£25/hour
Hourly charge £35/hour – Junior Hall	
1 session per week	£35/hour
2 sessions per week	£33/hour
3 sessions per week	£30/hour

For new customers a deposit of £150 will be included to cover any additional cleaning costs or damage. Following a satisfactory hire the deposit will be returned.

\* A rate set by Hertfordshire will be reimbursed to the school when the school provides a Free Let to any organisation for which the County Council has an obligation to provide accommodation, i.e. Parish Council meeting: where they have no suitable room of their own and Local authority meeting to fulfil statutory functions.



# Appendix A

## OAKMERE PRIMARY SCHOOL HIRING PREMISES MANAGEMENT AGREEMENT

It is agreed by both parties this Hiring Premises Management Agreement is put in place to ensure the smooth running of the whole site. Both parties duly agree to abide by the provisions detailed below.

This agreement is made on XXXXX will be valid for 12 months unless terminated before XXXXX (end date).

**Agreement between:**

**Oakmere Primary School and Hirer**

**Hirer**

**Address**.....

**Contact details** (phone & email).....

**PLEASE NOTE THAT WE ARE A NUT FREE SCHOOL.  
Please do not bring anything containing nuts on site.**

**1. Use of Premises**

Description of use of premises

- Access (including rooms to be used or out of bounds)
- Security of premise (keys & alarms)
- Hours of usage (to include set up and Cleaning)
- Cleaning
- Equipment (including safety checks)
- Car Parking
- Food & Drink

Rates and Charges

- Hourly rate
- Free of charge
- What does and doesn't this include (see below)

## LETTING TERMS AND CONDITIONS

### 2. Premises

- 2.1 Users of the premises must remember that the building is primarily intended for other use and much trouble and work will be saved if premises are treated with care and respect.
- 2.2 Documents and equipment should not be touched and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 2.3 The Hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes. It is the hirer's responsibility to ensure all doors and windows are closed/locked at the end of the hiring to ensure the premises are secure.
- 2.4 At the end of the let it is the Hirer's responsibility to leave the accommodation in a satisfactory condition and to move the furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.
- 2.5 Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to *in writing* at least 7 days in advance of the let, by Oakmere Primary School.
- 2.6 The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.
- 2.7 The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required. Should school equipment or furniture be damaged or stolen during the letting then it will be the hirer's responsibility to replace the goods
- 2.8 The minimum letting period shall be 1 hour.
- 2.9 Consideration must be given to local residents with regard to noise and car parking. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure. Cars must enter the school and turn left (not right) at the roundabout.
- 2.10 Any lettings may be subject to a trial period of 3 months
- 2.11 First aid facilities: It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

### 3. Financial Arrangements

- 3.1 Oakmere Primary School will set the charge within the following principle:
- 3.2 Lettings will include the cost of the Site Manager's attendance, if required, heating & lighting, wear & tear and administration.
- 3.3 VAT will be charged as required, in accordance with VAT rules.
- 3.4 Hirers will be given a minimum of 28 days' written notice of Oakmere Primary School's intent to increase the letting charge.
- 3.5 Charges will be reviewed annually.

#### **4. Insurance**

- 4.1 All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5,000,000. This document must be sent to Oakmere Primary School before this agreement is signed.
- 4.2 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.

#### **5. Regulations**

- 5.1 All persons hiring/using the premises will be expected to conform to relevant Health & Safety regulations and will be required to follow the instructions of the Site Manager, or his representative, at all times.
- 5.2 Smoking is not allowed on site or on any part of the school grounds at any time, including the use of e cigarettes.
- 5.3 Pets or other animals are not allowed on site at any time other than by prior agreement.
- 5.4 A representative of the organisation utilising the premises must complete a risk assessment form for the activity to be carried out and return it to Oakmere Primary School. The risk assessment form must state the maximum number of people who will be on site.
- 5.5 It is a legal requirement under the Electricity at Work Regulations 1989 that any equipment used outside the home is safe to use. Any electrical equipment brought onto school premises must be tested in accordance with, and comply with, the regulations. Any equipment hired from a hire company must have relevant certificates. The school reserves the right to inspect these certificates and also the right to refuse the use of any equipment if it is not satisfied with its documentation or condition.

#### **6. Termination**

- 6.1 The termination notice period for a single event will be 14 days, and 28 days for a regular booking. In the event of breach of agreement, Oakmere Primary School reserves the right to terminate the agreement with immediate effect.

#### **7. Staffing**

- 7.1 Where the premise is being used for a service that relates to contact with children the staff concerned (whether volunteers or paid workers) are subject to the policies of Hertfordshire

County Council's Safeguarding Board and the legal rules and procedures defined by [The Safeguarding Vulnerable Groups Act 2006](#) and any subsequent Acts pertinent to the service provided.

7.2 The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.

7.3 If the Service involves the care of children as defined by Ofsted Regulations, then the qualifications of staff and managers shall be subject to the National Childcare Standards currently prevailing.

## **8. Monitoring**

8.1 Both parties under this Hiring Premises Management Agreement will meet on a regular basis to maintain a dialogue and communication channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.

8.2 The school shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature utilising the schools existing disciplinary and grievance procedures.

## **9. Disputes**

9.1 If a dispute arises between the parties of this Hiring Premises Management Agreement every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

## **10. Complaints Policy**

10.1 The hirer must communicate its complaints procedure to all service users.

## **11. General Terms**

11.1 Oakmere Primary School must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the letting.

# Signatures

We agreed to the terms and conditions above:

## Signature on behalf of Oakmere Primary School

<b>Name:</b>
<b>Signature:</b>
<b>Date:</b>

## Signature of behalf of Hirer

<b>Name:</b>
<b>Signature:</b>
<b>Company:</b>
<b>Date:</b>



## Appendix B

### OAKMERE PRIMARY SCHOOL APPLICATION TO HIRE ACCOMMODATION

FULL NAME ORGANISATION/HIRER \_\_\_\_\_

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

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

Accommodation	Tick if req'd	PREPARATION TIME		FUNCTION TIME		CLEARING TIME		CHARGE £
		FROM	TO	FROM	TO	FROM	TO	
Hall								
Classroom(s)								
Dining Room								
Kitchen								
Playground								
Playing Field								

Deposit Required: £150
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Hire Charge	
Caretakers Fee	
Public Liability Insurance	
Total	

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.

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. The Hirer is required, in addition, to take out Public Liability Insurance to the value of £5 million or pay an additional 10% of the hire charge to cover the cost of the additional insurance.

Should the hirer have a no show on the night of the booking, no refund would be forthcoming and only cancellations due to the facility being unfit for use would 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. As 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.

Signed (Organiser) \_\_\_\_\_

Name (print) \_\_\_\_\_ Contact No. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signed (Headteacher) \_\_\_\_\_ Date \_\_\_\_\_

## Appendix C

### OAKMERE PRIMARY SCHOOL

#### LETTINGS INDEMNITY FORM

INSURANCE COVER – to comply with the conditions of the hiring agreement.

Please complete where applicable:

- I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate.
- I wish to be covered by OAKMERE PRIMARY School's Public Liability Hirers Insurance Policy 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 by me of £150 relating to each and every claim for loss or damage to OAKMERE PRIMARY School's property arising from my hire of the premises
- I hereby undertake that in the event of claims arising during my hire of OAKMERE PRIMARY school's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Headteacher at Oakmere Primary School,

Signature \_\_\_\_\_ Date \_\_\_\_\_

Organisation.....

Full Name (Block Capitals) .....

#### **DECLARATION** - Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

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

Organisation.....

Full Name (Block Capitals) .....

#### *For School Use Only:*

It is confirmed that the accommodation required is available for the time and date(s) requested.

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