



School Lettings Policy

Date written:	September 2019
Date adopted/reviewed:	February 2022
Review schedule:	Triennially
Policy Area:	Premises

Aims and Ethos

At All Saints CE Primary School & Nursery it is our aim to raise standards by promoting a school ethos that is underpinned by core Christian values. Our Christian values support all areas of learning and can contribute to pupils' motivation to learn. It is recognised that this will be most successful when the values and attitudes promoted by the staff provide a model of behaviour for the children. All our policies and decision making are formed through the lenses of these Christian values to ensure that our school lives them out in all aspects of its collective life.

1. Introduction

1.1 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 Headteacher 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.

1.2 Allowing the school premises to be used by external groups is not without its costs whether during normal school hours or outside these hours; this policy is designed to ensure that the school is covered financially when doing so.

1.3 Use of the School premises by the School, or on behalf of the School (e.g. PTA, ASPECTS) 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.

1.4 This policy should be read in conjunction with the Health and Safety Policy, Equalities Policy, and Accessibility Plan.

2. Categories of Lettings

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

- i. Community, Charity and Leisure Learning (e.g. after school clubs, adult education, fundraising)
- ii. Personal (e.g. birthday parties) or Commercial (e.g. Health & fitness groups)

3. Availability of Premises

3.1 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.

3.2 Weekday availability is from 3.15pm-6pm, and weekends from 9am-6pm, subject to agreement. Other times may be available, though must not interfere with the operation of the school.

3.3 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.

4. Charges

4.1 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. The variations reflect the intended use, impact on school, and support for achieving school aims. Any charges made will cover heating, electricity, administration and staffing costs for the duration of the booking. Hirers should not rely on provision of resources, unless stated in the hiring agreement, and use of school furniture or equipment is subject to the conditions laid out in the agreement. 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).

5. Application Procedures

- a) Hirers must complete and submit an Application Form (Appendix C) to the Finance Administrator **at least four weeks** before the first day of the proposed letting. In the case of **block bookings** six weeks' notice should be given. The person signing the application form will be considered to be the Hirer and assume the responsibilities as such.
- b) The booking acceptance and confirmation of fees due will be by the return of the application form to the Hirer signed by the Headteacher on behalf of the Governing Body.
- c) The Hirer will be required to provide any relevant documentation (insurance documents, DSB/Safeguarding policies and/or license information) and pay any fees due at least 14 days before the booking to finalise the booking.
- d) The application form will 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 Finance Administrator.
- e) All applications will be considered on their merits, taking into consideration the suitability of the activity on School premises and confidence to comply with the conditions of hire. 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.
- f) Letting fees are reviewed annually by the Governing Body in line with the financial year (April to March). 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.

5. Roles and Responsibilities

5.1 The **Finance Administrator** 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.

5.2 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.

5.3 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.

5.4 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.

5.5 The **Hirer** will ensure that all aspects of the Conditions of Booking (Appendix B) and any additional conditions required by the Governing Body are complied with for the duration of the agreement.

6. Review and Responsibility for this Policy

6.1 This policy will usually be fully reviewed every three years, and annually in respect of fees charged. It may be reviewed at any other time as necessary. It will be reviewed by the Governing Body Resources Committee.

Appendix A – Hourly Charges

Appendix B – Conditions of Hire

Appendix C – Application Form

Appendix D – Covering Letter (Acceptance)

Hourly Charges for Hiring School Premises

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

Availability

The school rooms/field are available 3.15pm – 6pm weekdays, 9am – 6pm weekends.

Minimum booking period is one hour (part hours are charged at the full hour rate).

Deposit

A holding deposit of £50 is required at time of application.

Hourly Charges

The school has adopted the following scale of charges for school lettings. Payment is required 14 days prior to the event.

Community use charges are as stated in the grid.

Personal/Commercial use will add 20% to the charges.

Area of Hire	Period	Rate
Main Hall (150 seated), Dining Hall (70 seated), Field/grounds, <i>Classrooms (30 seated) on agreement</i>	After school clubs for children attending All Saints	£10 per hour (part hours charged at full hourly rate)
	Evenings (after 4pm) / Weekends	£12.50 per hour (minimum charge of £25 at weekends)
Main Hall (150 seated), Dining Hall (70 seated), Field/grounds <i>(Classrooms not available during holiday periods due to cleaning and maintenance)</i>	Holiday Period Full Day (8am-6pm)	£85 (both halls) £70 (main hall only) £45 (dining hall only)
	Holiday Period Half Day (8am-1pm OR 1pm-6pm)	£50 (both halls) £35 (main hall only) £22.50 (small hall only)
	Holiday Period Full Week (5 days, Mon – Fri)	£350

Simple Premises Plan of available Hire Spaces

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



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 with the holding deposit at least four weeks before the first date of the hiring period (six weeks for a block/regular booking).
2. Fees due and relevant paperwork/documentation (Insurance / licence) must also be submitted 14 days before a booking to finalise the booking.
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.
4. The deposit will be returned after the hire has completed and the School confirms no additional charges are required.

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

Conditions of Hire:

1. The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purpose.
2. The use of the premises must not interfere with the proper working of the School or impair its efficiency.
3. The contract for the hire of the premises between the Hirer and the Governors of the School shall take effect only upon written acceptance of the application on behalf of the Governors being posted/handed to the Hirer.
4. For regular/block bookings, the hiring must be arranged according to a regular timetable, agreed in advance. There will be several occasions throughout the year where the facilities will not be available due to planned school events. Hirers will be notified of these in advance (minimum of 1 weeks' notice).
5. The Hirer shall be advised of the hiring fees (and any insurance premium) on completion of the Application for Hire Form. Hirers will be invoiced in advance and payment is due 14 days prior to the event.
6. Charges will be reviewed at the beginning of each financial year.
7. In the event that the booking needs to be cancelled, the following fees shall be repayable to the Hirer, less any expenses incurred:
 - a. not less than 28 days' notice of cancellation– 75% of fees
 - b. not less than 14 days' notice of cancellation – 50% of fees
 - c. less than 14 days' notice of cancellation – no refundGovernors reserve the right to use their discretion in relation to this condition.
8. The Hirer shall indemnify the Governors of All Saints CE Primary School and Nursery against all claims for damages, compensation and/or costs in respect of:
 - a. Bodily injury or illness to Third Parties, and/or
 - b. Damage to or loss of Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
9. The Hirer shall be responsible for loss or damage to the School premises and its contents for the duration of the booking.
10. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in conditions 8 and 9 above (see 'Explanatory Notes on Insurance' section below).
11. Hirers are responsible for providing an adequate Risk Assessment covering the activities and their use of the school premises. They must not rely on School Risk Assessments. The Risk Assessment should be provided at least fourteen days in advance of the booking if not with the Application Form.
12. The Risk Assessment does not need to be a detailed document, but will need to provide information on what activity will take place on the school premises and in which rooms. There should be simple details/plan of:
 - a. How are people going to get into the premises
 - b. How they will be notified of an emergency and what they should do if an alarm is activated
 - c. Information on what they can and can't do, where they can and can't go etc.
 - d. Appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if there is an emergency and call the emergency services if needed.

13. The Hirer shall be responsible for protecting the security of the school premises for the duration of the booking. **A key holder will normally disable/enable alarms, open/lock school for a one-off hire.** Otherwise, the intruder alarm should be disabled on arrival and the premises must be secured and the alarm reset on departure. All gates must also be locked unless the premises are occupied. The Hirer will be advised of a contact number in case of emergencies.
14. **A key will not normally be loaned for a one-off hire.** If a key is loaned, it must be held securely by the Hirer. If it should be lost, the school must be informed immediately and a charge will be made for a replacement (please note this charge would include for lock replacement and a new set of keys for all key holders).
15. The Hirer shall be responsible for obtaining and complying with any necessary licences and for complying with all necessary legislation, including DBS clearance if necessary.
16. The Governors do NOT hold licences for a) public dancing, music or any other public entertainment and b) public performance of plays. The Hirer shall be responsible for obtaining any licence required from the relevant authority (Hertfordshire County Council) and shall produce the licence for inspection prior to the hiring date.
17. The Hirer shall be responsible for complying with the terms of any such licence. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring, including those stipulated by the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies All Saints CE Primary School and Nursery against any breach of this condition.
18. If the Hirer intends to apply for a Temporary Event Notice for the sale of intoxicating liquor, then the written approval of the Governors shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.
19. The Hirer shall be responsible for ensuring that any gaming or lottery which takes place on the School premises, complies with the relevant legislation and is in line with the School's ethos.
20. Use of the premises is limited to the area being hired and necessary facilities such as toilets (these will be identified for use by the Hirer). The stated maximum capacities must not be exceeded. The Staff Room, Offices, and other rooms not listed (Classrooms are by written agreement only) are not available at any time. Car parking is permitted in the designated areas on the School premises subject to availability. The School will not accept any responsibility for theft or damage to vehicles parked on the school's grounds. The fixed play equipment, forest school area, covered classroom, table-tennis area, prayer garden, nursery playground and reception playground **are not included** in any part of this hire agreement and the school accepts no liability for persons entering/using these areas.
21. Where permission is given for the use of kitchen areas, the Hirer shall be responsible for the condition of preparation tables, wash-up sinks and restoring the kitchen to the condition it was found in. The fridges, freezers, dishwasher, steamer, cooker, microwaves, and mixer must **not** be used. The Hirer shall be responsible for the provision of crockery, glasses/cups, cutlery and cleaning materials. On no account may foodstuffs stored in the kitchen be used by Hirers.
22. A defibrillator is located in the Main Entrance and can be used by the Hirer in the event of an emergency. It is the responsibility of the Hirer to ensure the School is informed no later than the next working day if it has been necessary to use the defibrillator so that replacement pads can be ordered.
23. The Hirer is responsible for the preservation of good order during the hiring and accepts responsibility for ensuring attendees are respectful of neighbours. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.
24. The Governors reserve the right to require the Caretaker or another member of staff to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
25. The wearing of nailed, studded, stiletto-heeled or other unsuitable footwear indoors is strictly prohibited.
26. No nails, thumb tacks or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
27. No items must be removed from the walls/display boards without prior written consent of the Headteacher.
28. The laying of composition or other preparation on School floors is prohibited, save with the prior written approval of the Governors.
29. No smoking is allowed on any part of the school premises or grounds.
30. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.

31. Any alteration or addition to the school lighting, electrical, or heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.
32. 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). Lower voltage equipment must also be safe and in good condition.
33. Animals, other than Guide or Assistance Dogs, are not permitted anywhere on the School premises without express written consent of the Headteacher.
34. No combustible materials are to be used within the school, except with the express written approval of the Governing Body.
35. If any special equipment is required from the school (such as access to WiFi, use of benches, gym equipment, fold-down tables, projectors etc.), it must be clearly stated on the Application Form. The School makes no guarantee this equipment is available except where it has agreed to make it so. An extra charge will be made for this service, and the School must be satisfied that a competent person will supervise use of the equipment.
36. The Hirer will be responsible for providing any First Aid facilities and first aiders that they deem necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
37. No event shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.
38. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances and lighting switched off. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition. For the avoidance of doubt, this responsibility will include the toilet provision.
39. The Governors reserve the right to cancel any hiring without notice if:
 - a. The accommodation will, due to circumstances beyond their control, be unavailable for the hire period, for reasons such as maintenance work, extension of schools own work, election purposes and/or use of the premises for school functions.
 - b. Force majeure
 - c. The Hirer failed to disclose material information concerning the proposed hiring,
 - d. There are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.
40. In the event of a) or b) of Condition 36, all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of c) and d) of Condition 36 any refund of hiring fees shall be at the discretion of the Governors.
41. The Governors reserve the right to enter the premises at any time, for its members, officers, and authorized personnel.

Insurance (Explanatory Notes)

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.

HIRER'S INSURANCE – INDEMNITY CLAUSE

Where appropriate, the reference to Hertfordshire County Council will also include the Diocese of St Alban's Board of Education, and All Saints CE Primary School and Nursery.

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify Hertfordshire County Council against all claims for damages, compensation and/or costs in respect of: -

- (i) bodily injury or illness to Third Parties, including Hertfordshire County Council's servants and agents or Governors and/or

(ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

2. The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of £5million.

The Hirer shall effect adequate insurance to cover this liability prior to the use of the facilities and, if for more than one-off events, throughout the period of hire.

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 or 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.

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of Hertfordshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of Hertfordshire County Council.

2. The Hirer shall effect adequate insurance in respect of such loss or damage.



All Saints CE Primary School & Nursery

Application Form 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:	Landline:			
	Mobile:			
E-mail Address:				

Hiring Details

Description of event:		Venue Required (please tick all that apply) <input type="checkbox"/> Main Hall <input type="checkbox"/> Dining Hall <input type="checkbox"/> Field/Grounds	
Approximate number expected to attend:			
Date of event (or first instance):			
<input type="checkbox"/> One-off	<input type="checkbox"/> Regular: Preferred day: _____ Frequency: _____		
Time of Hire: (to include time to set up and clear away)	From:	Holiday Booking:	<input type="checkbox"/> Holiday Full Day (8am-6pm)
	To:		<input type="checkbox"/> Holiday Morning (8am-1pm)
	Total Hours:		<input type="checkbox"/> Holiday Afternoon (1pm – 6pm)
			<input type="checkbox"/> Holiday Full Week (Mon-Fri)

Declaration

I have read and understood the Conditions of Hire and agree to fully adhere to them.	
Signed:	Countersigned (upon acceptance by school):
Date:	Date:
Print Name:	Print Name:

Please return this form, along with any deposit required to:

Mrs Row Perryman, All Saints CE Primary School, Parsonage Lane, Bishops Stortford, CM23 5BE



All Saints CE Primary School & Nursery

Nurturing, Resilience and Achievement for all!

Headteacher: Mr Philip Asher, BMus(Hons), PGCE, ARCO, NPQSL

Date:

Dear

Thank you for your application to hire our school. This is to confirm that we have accepted and agreed your booking with our school.

Please find enclosed a copy of your original booking form, now countersigned by the Headteacher on behalf of the Governing Body. Please also find enclosed an invoice outlining the confirmed charges due for this booking. Please ensure this is paid no later than 14 days before the booking.

We acknowledge receipt of the deposit: £ _____

This will be held until after the booking.

Unless otherwise agreed with the school, you should arrive at the start of your hire period to meet with the supervising member of staff who will help you familiarise yourself with the hire venue. Unless otherwise specified below, this will be our Caretaker, Mr Frank Pajak. He will provide you with an emergency contact number on arrival.

Thank you once again. Please don't hesitate to get in touch if you have any questions or queries regarding your booking or the facilities.

Yours sincerely,

Mrs Row Perryman
Finance Administrator

If not our caretaker:

The Supervising Member of Staff will be: _____

Telephone Number: _____

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

Parsonage Lane, Bishops Stortford, CM23 5BE
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www.allsaints.herts.sch.uk



@AllSaintsPriSch

