

# Highwood Primary School



*Promoting Resilience - Achieving Potential*

## Lettings Policy

**Approved by: Resources Committee**

**Prepared: September 2023**

**Next review due by: September 2024**

## 1. Aims and Scope

The Scheme for Financing Schools states that “schools are permitted to cross-subsidise lettings for community and voluntary use with income from other lettings, provided the Governing Body is satisfied that this will not interfere to a significant event with the performance of any other duties imposed on them by the Education Acts, including the requirement to conduct the school with the view to promoting high standards of educational achievement”.

The Local Authority (Hertfordshire County Council) requires the “Governing Body to be responsible for setting charges for the letting of the school. The Governing Body should set a clear and justifiable charging structure for usage and establish a Lettings Policy. The Governing Body will also allow the hiring of Highwood Primary School without using the school’s delegated budget to subsidise this.

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 Head Teacher. The Governing Body wish to make sure that Highwood’s premises and facilities can be used, wherever possible, to support community or commercial organisations.

Daily control of school lettings is the responsibility of the Head Teacher and her staff, who is authorised to negotiate fees within the limits determined by the Governing Body.

The School Business Manager is responsible for maintaining records for each organisation / individual hiring the school premises and will ensure that all Health and Safety aspects (including government/ LA guidelines and risk assessments) are carried out.

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- Main hall
- Activity studio
- Dining room
- Classrooms
- Playing fields

### 2.2 Capacity and charging rates

All capacity numbers below will be subject to the latest government guidance. The maximum capacity and rates for hiring each area are as follows:

AREA	CAPACITY	RATE (per hour)	
		Basic	Commercial
Main hall		£25	£30
Activity Studio		£20	£25
Dining Room		£15	£20
Classrooms		£20	£25
Playing fields		£30	£35
Netball court		£25	£30

### **3. Charging rates and principles**

#### **3.1 Rates**

When setting rates the Governing Body have considered the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning)
- Cost of “wear and tear”
- Cost of administration
- Cost of use of school equipment (if applicable)

These rates are reviewed by the Resources Committee on an annual basis, 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 and the school is expected to apply the governor approved rates for all hirers to the school.

The Governing Body reserve the right to decide if certain organisations or activities can use the premises for a reduced rate or free of charge, if it supports the core aims of the school. If necessary, the Governing Body, may decide to impose an additional cleaning fee or equipment/ service fee on top of the hiring rates.

#### **3.2 Regular Hirers**

The Governing Body will prioritise block hirings of regular sessions on the condition that the :

- a) Activities directly benefit the pupils of the school
- b) Activities benefit the wider school community e.g. parents/carers and their families
- c) Activities are broadly connected with the aims of the school.

#### **3.3 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 10 days notice A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses including (without limitation) any loss of profits, loss of business or the loss of revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel a single event hire with a minimum of 10 days notice and 1 academic term for a regular booking. If less notice than this is given, the licensee shall not be entitled to a refund.

### **4 Review**

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school’s financial reporting, to ensure best value is being achieved.

### **5 Application Process**

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in appendix 2.

The Hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the school’s Business Manager.

If the request is approved, we will contact the Hirer with details of how to submit payment and make arrangements for the date and time in question. We will require a booking deposit of 10% on booking and the final balance 10 days before the event. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The Hirer will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

**6. Terms and conditions of hire**

Appendix 2 sets out the Local Authority terms and conditions which must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

**7. Safeguarding**

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that Hirers abide by the schools' requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.

It is the responsibility of the Hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the Hirers have had the appropriate level of DBS check.

The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The Hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they should contact Zahidah Dodwell, school DSP on [zahidah.dodwell@highwood.herts.sch.uk](mailto:zahidah.dodwell@highwood.herts.sch.uk) immediately.

**Appendix 1 - Hirings Agreement (Form LT01)**



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

NOTE:

- (1) Submit applications to the Headteacher 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: \_\_\_\_\_

SCHOOL NO: \_\_\_\_\_

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

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

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

SEATING REQUIRED FOR: \_\_\_\_\_

Condition No.5 of TERMS AND CONDITIONS BOOKLET – LT02)

(See

	Tick If Req'd	Preparation Time		Function Time		Clearing Time		For Office Use	
		FROM	TO	FROM	TO	FROM	TO	£ CHARGE	VAT
<b>Accommodation</b>									
<b>Hall</b>									
<b>Dining Room</b>									
<b>Food Tech Room</b>									
<b>Activity Studio</b>									
<b>Classroom(s)</b>									
<b>Playing Fields</b>									
<b>Netball Court</b>									
<b>SERVICES</b>									
<b>Use of school equipment</b>									

**\* PUBLIC LIABILITY INSURANCE**

The Hirer is required to hold Public Liability Insurance, and to let the school have a copy of the cover notice prior 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.

No hiring should take place without this insurance cover arranged either by the Hirer or through the school.

<b>CHARGE PER OCCASION</b>	
<b>*HIRER INSURANCE FEE</b>	
<b>TOTAL VAT</b>	
<b>TOTAL CHARGE</b>	
<b>DEPOSIT REQUIRED</b>	

N.B. if any of the above services are to be used, the Head must be satisfied that a competent operator is in charge before such use commences. An extra charge is made for these services.

I have read the Terms and Conditions booklet, 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: \_\_\_\_\_

NAME AND ADDRESS OF PERSON TO WHOM ACCOUNT SHOULD BE SENT (if different from above):

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

**FOR OFFICE USE**

AUTHORISATION OF HIRE signed \_\_\_\_\_

DATE \_\_\_\_\_

DATE RENDERED \_\_\_\_\_

A/C No. \_\_\_\_\_

Premises Manual

Hiring Accommodation

**Terms and Conditions  
under which  
Accommodation and Services  
can be Provided**

*(Referred to in the Application To Hire Form – LT01)*



Revised January 2005

Form LT02

## Hirer's Checklist

Contact the school for clarification and any of the points made below.

- Thoroughly read the Terms and Conditions of Hire booklet **LT02**
- Sign the Application to Hire form **LT01** confirming your full compliance with the terms and conditions of hire in **LT02**, and return form **LT01** to the school
- **Check you are covered by the school's Public Liability Insurance for Hirers – if not you will have to provide your own Public Liability Cover as a condition of Hire**
- Ask the school for details of their Public Liability Insurance Scheme for Hirers if you would like this
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period
- If alcoholic drinks are being provided you must:
  - inform the school at the time of booking
  - **obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)**
  - notify the local police one week before the event
  - ensure no alcohol is supplied to persons under 18
  - ensure no one is admitted to the function after 10:30 pm (N.b. Licensees are responsible for running the bar and its conduct)
- if you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid at the door:
  - **obtain an Entertainment's Licence from your local District or Borough Council well in advance of the event allowing a minimum of 28 days. For further clarification, please contact your District or Borough Council.**
  - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society
- If you are using kitchen facilities check you have received 'Guidelines for the Safe Preparation of Food **LT03**' from the school, and have discussed your catering requirements with the Business Manager prior to the hiring
- Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department on 01438 737300 or hertsdirect.org for further details)

### Maximum Capacity for school functions

- there are no broad guidelines as each school is individually assessed
- the school should either arrange for the Local Licensing Officer to visit them independently or with the Fire Brigade
- advice will be given on the number/siting of exits, evacuation speed and occupancy figures



## **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 in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy (Hirers Liability).
- 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.
- 1.7 Any regular hiring agreements will be subject to a trial period of 1 academic term.

## **2. HEALTH & SAFETY**

- 2.1 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.
- 2.2 Smoking is not allowed on site at any time.
- 2.3 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 the Business Manager at Highwood Primary School. The risk assessment form must state the maximum number of people who will be on site.

## **3. PRIVATE PROPERTY**

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.

## **4. PAYMENT**

- 4.1 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.
- 4.2 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.

- 4.3 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.
- 4.4 Highwood Primary School will charge VAT in accordance with VAT rules

## **5. SAFEGUARDING**

- 5.1 Where the premises 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.
- 5.2 The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered. Evidence of such qualifications need to be shown to the Business Manager prior to commencement of the agreement and a copy will be held at the school.
- 5.3 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.
- 5.4 Staff will be required to provide the Business Manager with sighting of a current DBS Certificate and proof of Safeguarding training, (of which a copy will be held at the school). In addition, a copy of the Hirer's Safeguarding Policy must be presented to the school before the hiring.

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

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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 Site Manager 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). The school will take 'before and after' photographs to ensure that rooms are returned to their original state. Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 6.6 Hirers must comply with no-smoking requests.
- 6.7 No application will be granted for any purpose, which may jeopardise the insurance of the school.

## 7. MAXIMUM ATTENDANCE

7.1 For information on the maximum number of persons to be admitted to a meeting contact your Local Licensing Officer (address available from the school)

- **there are no broad guidelines as each school is individually assessed**
- **the school should either arrange for the Local Licensing Officer to visit them independently or with the Fire Brigade**
- **advice will be given on the number/siting of exits, evacuation speed and occupancy figures**

7.2 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.

## 8. 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 Chair of the Governing Body. 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.

## 9. TERMINATION

- 9.1 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
- 9.2 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.
- 9.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 9.4 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.
- 9.5 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) 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.
- 9.6 In the event of any cancellation or termination of a hire by the Hirer, the notice period required for a single event is 14 days (for the refund of a proportionate part of the payment). For a regular booking, the cancellation or termination period is one academic term.

## 10. 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.

## **11. FORCE MAJEURE EVENT**

Neither party shall be liable to the other for delays, costs, losses or expenses of any nature or matters if caused by circumstances beyond the affected party's reasonable control including but not limited to Act of God, fire, flood, tempest, storm, war, explosion, strike, labour dispute, pandemic, epidemic or any action of any government or government agency ("Force Majeure Event").

If either party is affected by a Force Majeure Event, it shall promptly notify the other party of the nature and extent of the circumstances and will make reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.

## **12. 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, no money that has been paid shall be refunded apart from the deposit, providing there are no damages.

## **13. USE AND TIMES**

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.

## **14. COPYRIGHT**

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 020 7580 5544)

## **15. PUBLIC PERFORMANCES etc**

- 15.1 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. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.
- 15.2 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice (see 5.1 above)

## **16. ALCOHOLIC DRINKS**

- 16.1 If alcoholic drinks are to be served at a function:
- 16.2 The Hirer must inform the school of this at the time of booking the accommodation.
- 16.3 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 16.4 No person may be admitted after 10:30 pm.

- 16.5 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- 16.6 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.
- 16.7 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)
- 16.8 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

## **17. USE OF THE FOOD TECH ROOM FOR THE PREPARATION OF MEALS**

- 17.1 It is necessary for the Hirer to discuss their catering requirements directly with the Business Manager before the letting.
- 17.2 The Hirer's attention is drawn to the 'Guidelines for the Safe Preparation of Food LT03' which is available from the school.

## **18. OUTSIDE EQUIPMENT**

- 18.1 The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.

## **19. RACE RELATIONS ACT 1976**

- 19.1 The hirer must:
- 19.2 Read the terms of Section 71 of the Race Relations Act 1976 (see 17.5)
- 19.3 Undertake to use their best endeavour to ensure nothing occurs during or in consequence of the hiring which would prejudice the Governors' or the County Council's obligations under Section 71 or other sections.
- 19.4 Be aware that the Governors and the County Council reserve the right to refuse future applications if this undertaking above is not met.
- 19.5 "Section 71: Without prejudice to their obligation to comply with any other provision in this Act, it shall be the duty of every Local Authority to make appropriate arrangements with a view to securing that their functions are carried out with due regard to the need (a) to eliminate unlawful racial discrimination, and (b) to promote equality of opportunity, and good relations, between persons of different racial groups."

## **20. DISPUTE RESOLUTION**

If a dispute arises between the school and the hirer, every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management before the matter can be taken to court. However, nothing in this clause shall prevent us from making an application to Court for injunctive relief.

## **21. ASSIGNMENT AND SUBCONTRACTING**

The Hirer may not assign or transfer the whole or any part of the Terms and Conditions of Hire without the prior written consent of the School.

## Appendix 3 – Hiring of Premises Management Agreement

### HIRING of PREMISES MANAGEMENT AGREEMENT

Highwood Primary School, on behalf of Hertfordshire County Council have set out in forms LT01 and LT02, the terms and conditions as required of them for the hiring of [xxx] in/on the school premises.

In addition, the following terms must be met in order to comply with conditions of the hiring agreement:

A Public Liability Insurance policy with a minimum £5 million cover is in place and a copy of the document has been provided to the school

No Public Liability Insurance is in place and I/the company wish to purchase cover through the school's Hirers Liability.

I/The Company agree to observe any requirements of necessary licenses related to public performances, entertainment and copyright. I/The Company agree to pay any charges required.

I/The Company confirm that our club/organisation works with young children and have provided a copy of our safeguarding/child protection policy and other related requirements.

I/The  Company confirm that our club/organisation does not work with young children

It is duly agreed by both parties, to abide by these terms for the duration of the hiring.

This agreement is made on xxxx and will be valid for the [xx days or x terms] unless terminated formally in writing (see clause 8).

#### Agreement between:

**Highwood Primary School  
Mead Way  
Bushey  
Hertfordshire  
WD23 2AW**

**And**

**[Provider]  
[Address]  
[City/Town]  
[County]  
[Postcode]**

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**Headteacher  
Highwood Primary School**

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**Signature  
Provider**