



Lettings & Premises Hire Policy

Date Approved: 31st March 2025

Review Date: 2 yearly

Policies are approved and ratified by the Full Governing Body and the approval of policies are recorded within the minutes of the meetings.



Loving for today,
Learning for tomorrow,
Forever in faith.

Our School vision is based on Christian scripture from the bible and underpins our commitment to ensure that every member of the school community is able to thrive and develop. All the policies of Northaw Church of England Primary School reflect the Christian vision, aims and values of the school.

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1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)
- Provide additional funds for the benefit of the school
- Ensure that the local community are able to benefit from facilities on their doorstep
- Promote the school to the local community through such access

The school will ensure that a member of staff is designated as a lettings coordinator and that its lettings policy, which should include a clear charging policy, is **reviewed every two years**.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School car parks
- Field
- Hall, art area, toilets
- Use of staffroom and adult toilets

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are agreed on a case by case basis dependent on hire area and duration of hire. We may decide that 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.

We may decide to impose an additional cleaning fee on top of the hiring rates (only where applicable).

The charges will be reviewed annually and adjusted if necessary to take account of inflation and other changes. Bookings will be taken up to 1 year before the event, but the cost of a booking will be as calculated in the academic year the event takes place.

Payment is required at the time of the booking, via online bank transfer. Payment is required 28 days in advance for repeat bookings.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 28 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 any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 28 days notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 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.

4. Application process

Those wishing to hire the premises should fill out the hire agreement request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the School Business Manager via email businessmanager@northaw.herts.sch.uk, who will review the application. Approval of the request will be determined by the Head Teacher.

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. Payment is required via online bank transfer, 28 days in advance.

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.

Where there is a conflict between a booking and a school event, priority will always be given to the school event and the booking may need to change or be cancelled on such occasions. Prior notice will be given of any changes wherever possible (see section 3.2).

By completing the hire agreement request form, hirers agree to the Terms and Conditions of the Lettings and Use of Premises Policy.

5. Terms and conditions of hire

The following terms and conditions 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.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to off set any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to safeguarding, health and safety, first aid/medical and allergies and shall be responsible for those in attendance during the specified time.
9. Northaw School cannot accept any responsibility for any damage to, or the loss or theft of, Hirer's property and effects.
10. The Hirer shall be held responsible for all damage, theft, loss and costs arising out of the use of premises or grounds caused as a result of or during the hiring. Hirers should have their own Public Liability Insurance for a minimum of £10,000,000 (and any other relevant insurance to cover loss/damage/theft etc) and must provide a copy of their Public Liability Insurance Certificate at the time of booking. For regular hirers, this must be done at least annually and/or when the insurance renews.
11. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
12. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
13. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
14. Any cancellations by the school will be refunded.
15. Any cancellations by the hirer received with less than 28 days notice will not be refunded.
16. The hirer will read the Emergency Evacuation Procedure (see section 7 Public Safety) (where applicable e.g. when hiring internal buildings) and be ready to follow them in the event of a fire or other similar emergency.
17. All booking times should include 'Setting up and Clearing down'. All Hirers are expected to arrive and leave punctually at the times agreed in the booking. Any group arriving earlier or finishing later than the agreed time will be charged for any extra time at the agreed hourly/daily rate. All areas used must be left in a clean and tidy condition with all furniture and equipment left in the same position or area as at the commencement of hiring. The Hirer must ensure that all lights are turned off and all windows, doors and gates closed and secured. Additional time taken by the school staff to make good any room/area left in an unsatisfactory condition after hire will be charged for.

18. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. The Hirer must comply with the school's arrangement for disposal of any rubbish or waste materials.
19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
20. Alcohol shall not be sold or consumed on the school premises without the specific consent in writing from the School Business Manager, in which case the Hirer is responsible for obtaining the appropriate licence. All evidence of alcohol including crates and bottles must be removed from the premises at the end of hiring.
21. Betting, Gaming and Lotteries: The correct legislation must be adhered to when events take place on the school premises that involve betting, gaming and lotteries and shall not be held on school premises without the specific consent of the School Business Manager.
22. **Disturbance** - Hirers of events at the school premises are responsible for ensuring that the noise level of the event does not interfere with the other activities, nor to cause inconvenience for the occupiers of nearby houses or property.
23. Cars should 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. Users of the school premises should avoid undue noise on arrival and departure.
24. **Electrical Equipment** - The Hirer must not bring on to site their own equipment or electrical appliances without prior consent. Any electrical equipment must be PAT tested prior to use on school premises.
25. **Faults** - The Hirer should inform the Site Team of any fault, damage or other problems with the premises or equipment encountered during the hiring.
26. Smoking is not permitted on the school premises.
27. If the hirer breaches any of the terms and conditions the school reserves the right to immediately terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
28. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
29. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
30. Sound Recording: This must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, operas or stage plays.
31. Broadcasting and Filming: The Hirer is not to grant a broadcasting or filming right without the prior consent of the Lettings co-ordinator but cameras may be brought into and used subject to the Hiring agreement for Private (not commercial) purposes.
32. Film Exhibitions: The Hirer is not to use any part of the school for the purposes of a film exhibition or permit any part of the school to be used for the purposes without the prior consent of the Lettings co-ordinator.
33. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. It is the Hirer's responsibility to ensure that all those attending are made aware of any relevant risk assessments.
34. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
35. The school's premises hire policy, the relevant hire agreement request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
36. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
37. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
38. The school retains the right to refuse any booking.

6. Safeguarding

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises.

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 immediately terminated.

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

If your booking involves being responsible for children, young people or vulnerable adults, they must comply with the requirements of Keeping Children Safe in Education (KCSIE) 2023, the Disclosure and Barring Service (DBS) Code of Practice and have the appropriate safeguarding/child protection policies and procedures in place. The Hirer must provide evidence that the necessary DBS checks have been carried out and provide copies of their safeguarding policies and procedures at the time of the booking.

The hirer confirms that, should any safeguarding or child protection concerns present themselves during the hire of the school premises, they shall inform the Head Teacher (head@northaw.herts.sch.uk) as soon as reasonably practicable. However, responsibility remains with the hirer (see Section 5 point 8).

Failure to comply with these conditions will lead to an immediate termination of the agreement.

7. Public Safety

Emergency Evacuation Procedure

At the start of the letting, the Hirer should familiarise themselves with the following:

- The location of fire exits and fire extinguishers
- The Fire Assembly Point which is the School Field

In the unlikely event of a fire, the Hirer must:

- If you discover a fire activate the nearest fire alarm call point which can be located adjacent to each exit door and the final exit door.
- Dial 999.
- Ensure safe evacuation of everyone in their group
- If you hear the fire alarm, which is a continuous bell, leave the building immediately following the FIRE EXIT signs, in a safe, orderly and efficient manner
- As long as there is no risk to Health and Safety, close any doors and windows where possible to prevent the fire spreading
- Assemble at the designated Fire Assembly Point which is the School Field
- Vehicles will not be allowed to enter or exit the school site during an evacuation until the all clear has been given
- DO NOT re-enter the building until authorisation is given by the emergency services
- DO NOT stop to collect personal items

First Aid Facilities

It is the responsibility of the Hirer to make their own First Aid arrangements. For example, having a First Aid Kit and ensure adequate First Aid training of Supervising Personnel,

Emergency

Only in a genuine emergency situation, the following can be contacted:

Headteacher:	James Inglis 07590-052876
School Business Manager:	Hayley Hood 07913-370940
Senior Administrator:	Amy Clarke 07807-078149

8. Termination of Agreement & Complaints

The School:

Northaw Primary School reserves the right to terminate any hire agreement if these Terms & Conditions are not adhered to. The school will give 28 days written notice, either by letter or email, to the person responsible for the booking, outlining the reason(s) for the termination of the agreement.

Northaw Primary School reserves the right to terminate any hire agreement with immediate effect due to: damage being caused to the property or equipment; unreasonable behaviour of any group; illegal activity on the premises or non-payment of an invoice. This list is not exhaustive.

The Hirer:

To terminate your agreement with Northaw Primary School, 28 days written notice must be given by either letter or email.

Complaints:

Any complaints arising from a hiring agreement will be dealt with using the School's Complaints Procedure.

9. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

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Dr James Inglis
Headteacher



Northaw CE Primary School
Vineyards Road
Northaw
Hertfordshire EN6 4PB
01707 652869
admin@northaw.herts.sch.uk
www.northawschool.org

Appendix 1: Hire Agreement request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact the School Business Manager (businessmanager@northaw.herts.sch.uk)

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	
Confirmation of Public Liability Insurance	
Access Requirements	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to **businessmanager@northaw.herts.sch.uk** . We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

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Dr James Inglis
Headteacher



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Appendix 2: Confirmation of licence template letter

Date:

Dear

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your hire agreement request form, subject to the enclosed terms and conditions/terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by online bank transfer to:

Northaw Church Of England Primary School Community Account

Sort Code: 51-61-34

Account No: 83730419

Please insure you use reference: [insert reference]

We request full payment of the fee by [insert date].

We'll also require you to submit to us:

Proof of your public liability insurance

Safeguarding Policy

Risk Assessment

Confirmation of enhanced DBS and appropriate First Aid training

You can contact the School Business Manager (businessmanager@northaw.herts.sch.uk) with any questions about hiring the premises.

Kind regards,

Dr James Inglis

Head Teacher