

ST PETER'S CHURCH OF ENGLAND PRIMARY SCHOOL



The Green, Cassington, Oxfordshire. OX29 4DN

E-mail: office.3651@st-peters.oxon.sch.uk Tel: 01865 880443

Website: www.st-peters.oxon.sch.uk

Headteacher: Mr Jon Jeffries



Hiring and Lettings Policy September '25

Unlocking minds that learn, hearts that love, faith that gives.

Everyone at St. Peter's is encouraged to embrace life with the boldness and hope of Peter, who stepped out of the boat, walked on water and achieved the impossible. Through Christian worship, values and love, helping hands are offered to support every member of our community to reach their potential.

St Peter's school will use our vision and values in our approach to letting our space for community benefit.



INTRODUCTION

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This policy is written to formalise procedures relating to the letting and hiring of School premises outside of school hours.

RELEVANT LEGISLATION

The Governing Body has responsibility for the letting and hiring of School premises but the following legislation is deemed particularly relevant for the safety of all persons who work at or otherwise use and visit St Peter's CE School:

- The Occupiers Liability Act 1957
- The Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999

RATIONALE

The School is a community asset, with facilities and space to host an array of events which benefit community groups, charities and clubs and, therefore, facilities are available for hire to suit the School calendar. The School has priority over the facilities, so any hire agreement must be subject to change when the need of the School changes. Although every effort shall be made to manage the calendar, there may be need to change the plans at very short notice and make the space unavailable for lettings.

DEFINITION OF A LETTING

A letting may be defined as:

“Any use of the School buildings and grounds by parties other than the School and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

The following activities fall within the corporate life of the School. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the School's delegated budget:

- Governing Body meetings
- Extracurricular activities for students organised by the School
- School performances
- Family learning
- Parents' meetings
- Meetings of the SPSA
- PTA organised events

CHARGES

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The Governing Body is responsible for setting charges for the letting of the School's premises.

The scale of charges will be reviewed annually for implementation from 1st September of that year. Current charges are £20 p/hr for use of the hall.

The minimum hire period will be one hour. The School reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The School will seek to recover any costs incurred by the School that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Standard conditions of hire of use at Appendix 1.

VAT

As part of the Eynsham Partnership Academy St Peter's CE School is VAT registered, and therefore VAT is chargeable on lettings.

RESPONSIBILITIES IN RELATION TO THE POLICY

Headteacher

The Headteacher has been given delegated authority by the Governing Body to develop and approve a lettings/hiring policy to run alongside the School's health and safety policy to match the School's particular requirements.

The Headteacher also holds responsibility for the following but may delegate to a member of the school staff:

- a) Any area, furniture and equipment being hired are in a suitable condition for use by the hirer. Should it not be in a fit state, then the hirer must be informed prior to use of the facilities, and appropriate steps taken to rectify the situation
- b) Fire precautions and equipment are in place
- c) Suitable arrangements for building maintenance and cleaning are in place
- d) During the time of hire, that the Caretaker is on hand and has a line of communication with the Hirer's health and safety representative etc.
- e) In the event of an incident, there must be a system of alerting the management at the correct level of the incident details
- f) The Caretaker is fully briefed on their duties
- g) All safety equipment is in place
- h) First aid equipment is available, and that the contents therein are in date
- i) Once authorised by the Headteacher, the Hirer is to be given copies of the following documents prior to the first date of the hire:
 - i. A copy of this instruction

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- ii. A copy of the emergency exits and location of fire equipment
- iii. A copy of the Academy Conditions of Hire (Appendix 1)

For those organisations that are 'block booking', these documents need only be sent annually or when the information changes within that year.

The School Administrator

The School Administrator is expected to undertake the following roles:

- a. Field all initial calls from Hirers and outline the protocols for hiring the facilities
- b. Send all relevant information to prospective Hirers
- c. Manage all the paperwork in relation to lettings and file all applications, acceptances, requests, etc.
- d. Discuss possible lettings with the Headteacher
- e. Confirm all lettings with the Headteacher and get the Headteacher to sign all lettings agreements
- f. Manage all funds from lettings including sending invoices, chasing payments and entering funds onto the school's financial systems

The Hirer.

The Hirer is expected to comply with the following instructions as part of the Hire Agreement:

- a. The Hirer must not be under the age of 18.
- b. The Hirer has authority to be on site only for the agreed use of the venue and facilities confirmed.
- c. When the hire of the premises is related to working with children, the hirer is responsible for ensuring they fully allow safer recruitment procedures for themselves and fellow staff, this must include a mandatory DBS check. All staff must be aware of actions to be taken if a child is at risk of abuse or is being abused.
- d. All staff in contact with children have undertaken, understood and apply the relevant child protection training. Generalist safeguarding and prevent duty training must be renewed every 3 years
- e. The Governors specifically reserve the right to terminate this agreement with immediate effect if the Hirer does not have the appropriate arrangements referred to in the School Safeguarding/Child Protection Declaration and/or does not follow the appropriate guidance and procedures outlined. In such circumstances termination of the agreement will be without prejudice to any existing liability of the Hirer to the school under this hire and the Governors will not be liable for any loss financial or otherwise incurred by the Hirer.
- f. The Hirer must not use the facilities for meetings which contravene the Counter Terrorism and Security Act (Feb 2015) i.e. the school premises are not being used to draw participants into extremism or terrorism.
- g. Persons are not to wander the School site or enter any building/space not part of the hire agreement.

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- h. Only club members and authorised persons are to be on site. Unauthorised spectators are not allowed.
- i. All cars are allowed to park on site in the appropriate marked bays. A speed limit of 5mph must be observed. Cycles are not to be ridden on site, in the building or on venues e.g. the Playground.
- j. Persons should use the toilets allocated for their use.
- k. Hirers must vacate at the time stated on the hire application.
- l. From the commencement of the let, the person in charge assumes responsibility for the health and safety of all persons in the venue.
- m. Ensure that there is a log of all persons in the venue in case in the situation of any emergency or planned evacuation and there is a need to perform a roll call.
- n. The hirer is responsible to ensure that fire drills and evacuation procedures have been undertaken during the term of hire (3 times per school year) and that this is recorded and reported to the school on the Fire Drill Confirmation form.
- o. The hirer is responsible to carry out risk assessments to ensure that there are clear and safe evacuation procedures for people with special needs.
- p. Ensure persons who use the facilities do so in the correct clothing for the event/facility they are using.
- q. Spills are cleaned up as and when they occur.
- r. Participants do not spit on any floor inside the buildings.
- s. No smoking is permitted within St Peter's CE School Campus.
- t. Do not misuse any equipment that is an integral part of the facilities.
- u. Do not tamper with any safety equipment.
- v. Where the need arises, listen and act upon, any instructions given by the Site Management Staff.
- w. Report any breakages to property or equipment to the Caretaker /Headteacher.
- x. Changing is only to occur within the proper facilities.

The School reserves the right to revoke all permissions given to any organisation that breaks any of the Conditions of Hire.

CONDITIONS OF HIRE

For the Headteacher to authorise a booking, the following conditions must have been met in every case:

- a. The User/Hirer must have completed the School Hire Application and returned it to the School. If content, the Headteacher will sign both copies of the form. One copy will be returned to the hirer; one will be retained for school records.
- b. The hirer must have completed the School Safeguarding/Child Protection Declaration and returned it to the school. By completion of this form, the hirer undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the organisation work to standards outlined through the DCSF publication and guidance 'Safeguarding and Safer Recruitment in Education' (2007) and are familiar with, and agree to follow, the expectations of both this

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- guidance and the local area procedures produced through Oxfordshire County Council.
- c. When events require relevant qualified instructors, e.g. trampoline instructors, that copies of their certificates are held on file.
 - d. A copy of the Certificate of Liability for not less than £5 Million is held on file.
 - e. The hirer must supply copies of their risk assessment pertaining to the activity for which the premises are hired.
 - f. Following the introduction of the Licensing Act 2003, the school must apply for a Temporary Events Notice (TEN) at least 10 days before an event. The school is allowed 12 licences per calendar year. Hirers will need to establish if their event requires such a licence and if there is one available for them to use.
 - g. The Site Management Team will need to be aware of any person likely to use the venue that may have a temporary or permanent disability. This will allow a Personal Emergency Evacuation Plan (PEEP) to be drawn up and practices before the person detailed in the plan arrives.
 - h. Those hirers that use the facilities on a regular basis are to arrange with the Caretaker to test their evacuation procedures at least once every six months. Such tests are to be recorded in the St Peter's CE School Fire Safety Folder.

Duties of the Caretaker

Throughout your duty you are to ensure the following:

- a. The facility is open and that checks of the following have taken place:
 - (i) The facilities are clean and fit for purpose.
 - (ii) The facility is safe to use, and that all safety equipment is in place and functional.
 - (iii) The fire doors and illuminated fire exit lights are lit and clearly visible and that final safe passage out of the building can be achieved.
- b. When the Hirer arrives you inform them that the venue is in good order and reiterate the emergency plan.
- c. The Hirer must be able to communicate with you at all times, e.g. by mobile phone.
- d. You must ensure that end times are adhered to.
- e. In the event of an incident you are to deal with the matter in accordance with the School Safety, Health, Environment and Fire Safety Manual. You should keep a written time log of incidents and report them to the chain of command at the earliest possible opportunity. Record all accidents in the log book and inform the Headteacher for attention the next working day.
- f. You must patrol all entrances and exits regularly to ensure that they are all safe and nothing is untoward. Particular attention should be paid to 'trip and slip' hazards. All hazards should be dealt with appropriately.

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Charges

Assembly Hall £20 p/hr

Payment

All payments for the hire of school premises will be invoiced to the user a term in advance and must be paid in accordance with the terms and conditions on the school invoice. One off events will also need to be paid in advance

DISSEMINATION

This policy is available to all in the school community.

Any complaints about the Policy will be dealt with using the school complaints procedure.

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APPENDIX 1

Academy Conditions of Hire

General Conditions

1. Application for use of School premises must be made to the Head of Establishment on the attached form and must be accompanied by the appropriate payments in advance of the date on which the premises are required. No booking will be confirmed unless payment is made in full at the time of the application. In case of certain regular bookings, it is possible to make arrangements for payment to be made at agreed times. These payments are not returnable if the hire is approved by the school and is not then used, but payment so made may be credited towards subsequent lettings.
2. The caretaker or cleaner-in-charge cannot be required to undertake as part of his/her ordinary work for which he/she is paid by the School any work arising from the use of the premises for purposes other than School purposes. However, he/she is at liberty to contract specially with the promoters of entertainments, meetings etc. for the execution of work in connection with such activities, but upon the clear understanding that it forms no part of his/her employment by the School.
3. The time of hiring must be strictly adhered to and access to the premises for preparatory work in connection with the hiring must be covered by an extension of the hiring period.
4. Alcohol may not normally be consumed on the School's premises, but this restriction may be waived in special circumstances. Where agreement is given for the consumption of alcohol, the hirer must accept responsibility for compliance with the licensing laws.
5. If the premises are suitable and to be used for dance, concert or stage performance, the hirer must obtain a necessary licence, unless the establishment already owns an annual licence.

Leisure and Entertainment Licence: obtainable from the appropriate District Council

Liquor Licence: obtainable from the appropriate District Council

6. The hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to.

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7. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the establishment.
8. The laying of any composition or other preparation on floors is prohibited.
9. No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the window sills, or standing on chairs, tables or equipment.
10. The hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.
11. It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose.
12. The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the School against all proceedings, actions, claims and demands which may be taken or made against the School for any alleged infringement of any copyright.
13. No piano should be moved without the consent of the head of establishment.
14. Smoking on School premises is prohibited
15. No advertisements or publicity material promoting smoking shall be displayed on School premises. Non-observance of this restriction may lead to termination of the hiring without further notice. Any sums paid by the hirer shall be forfeited in such case.
16. The hirer agrees to pay the additional fee (included in the total charge) for public liability insurance arranged by St Peter's CE Primary School, who undertake to effect policies of insurance providing the hirer with indemnity for all sums up to a maximum of £5,000,000 which the hirer becomes legally liable to pay as compensation arising out of accidental bodily injury and/or illnesses to members of the public or accidental loss or damage caused to property, not owned by the hirer, which arises out of the use of premises. There is an excess payable by the hirer for each claim.

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