



Cumnor Primary School Lettings Policy

Headteacher: Mr Steven Badger

Lettings Officer: Mrs Lisa Moor

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Agreed by Governors:

January 2024

T.CHRISTOPHERS
(Chair of Govs)

S.BADGER (Headteacher)

To be reviewed Spring 2027

Introduction

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

Definition of a letting

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Charges for a letting

The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A).

Applying to use the school

Applying to use the school premises should be made to the Head Teacher via the lettings officer and the Letting Agreement should be filled in at least 21 days before the event.

The lettings officer will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The lettings officer is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the lettings officer/Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing/ by email by the lettings officer. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing or by email by the lettings officer.

Letting agreement

Once a letting has been approved, a letter/ email will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and the letting agreement (Appendix C).

The named individual applying to hire the premises will be invoiced for the cost of the letting.

Termination of letting agreement

The Headteacher, or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

Safeguarding

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

Appendix A: Scale of charges

Hall £15 per hour (£75 day rate)

Kitchen: £5 per serving

Classroom:: £5 per hour

Football pitch: £15.00 per hour

Netball court:: £15 per hour

An opening and closing fee of £10 will be levied, in addition to above charges, to cover overtime paid to the staff locking and unlocking when the let occurs outside the working day of the member of staff assigned.

An additional charge would be incurred if the Let requires the assigned member of staff to remain on the premises.

Appendix B: OCC terms and conditions of letting of the school premises

1. 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.
2. Alcohol may not normally be consumed on the Council'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.
3. 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 obtains or already has a licence.
4. The appropriate licence for both entertainment and alcohol are obtained for the relevant District/City Council.
5. 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.
6. 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.
7. The laying of any composition or other preparation on floors is prohibited.
8. 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.
9. 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.
10. 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.
11. The hirer shall undertake not to infringe any copyright and shall undertake to indemnify the Council against all proceedings, actions, claims and demands which may be taken or made against the Council for any alleged infringement of any copyright.
12. Our piano must not be moved without the consent of the head of establishment.

13. Smoking on school premises is prohibited. Notices shall be displayed at all meetings and activities open to the public (including PTA functions) specifically forbidding smoking on the premises.
14. No advertisements or publicity material promoting smoking shall be displayed on County Council 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.
15. The hirer agrees to pay the additional fee (included in the total charge) for public liability insurance arranged by Oxfordshire County Council, 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.
16. The hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the Council under the terms of this hire has been arranged with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the head of establishment before the hire takes place.
17. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
18. Participants who bring children with them are responsible for supervising them at all times both inside and outside Cumnor School.
19. Access is only allowed to those parts of the premises for which the hiring fee has been paid and to the nearest cloakroom (except when hiring the school field).
20. The hirer will complete the necessary Risk Assessment form prior to any letting taking place.
21. The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any

hiring fee or deposit paid. The hirer shall not sub-let the premises, underlet or share possession with any other parties.

22. The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.
23. The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.
24. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.
25. Access to the designated school's toilet facilities is included as part of the letting arrangements.
26. The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).
27. The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Appendix C

Please complete and return to the school at least 21 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any licenses required on confirmation.

LETTING AGREEMENT

(Please complete this form in block capitals)

Accommodation and
Facilities required

Other requirements
(e.g. chairs set out, equipment, etc)

Dates and times

Purpose of letting

Name of organisation

Will alcohol be brought
onto the premises

Have you insurance to
cover the event

Full name of hirer

Mr/Mrs/Miss

Address of hirer

Contact Number

SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name: _____

Date: _____

Signature: _____

LETTINGS INDEMNITY FORM

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

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company: _____

Indemnity Limit: _____

Signature: _____ Date: _____

DECLARATION (Please read before signing) I have received a copy of the Lettings policy including the Terms and Conditions for the Letting of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Signature _____ Date of application

NAME (BLOCK CAPITALS) Mr/Mrs/Ms/Miss

(Please be aware of the school's emergency evacuation procedure, which is attached for your information)

Headteacher's acceptance of booking

(The approval of the Chair of Governors must be obtained where the hirer requires alcohol to be brought onto the school premises).

Signed _____ Date