

Jesus said “The kingdom of heaven is like a mustard seed that someone took and sowed in his field; it is the smallest of all the seeds, but when it has grown it is the greatest of shrubs and becomes a tree, so that the birds of the air come and make nests in its branches.”

Matthew 13:31-32

# Tewin Cowper C of E Primary School



**Believe Grow Succeed**

Lettings and Charging Policy

Version 12

**Reviewed and Ratified by Governors: Summer 2025**

**Rates updated and Ratified by Governors: Summer 2025 (V11a)**

**Next Review Date: Spring 2026**

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## 1. Introduction

Tewin Cowper School Governing Body has formulated this Lettings and Charging Policy to outline the Terms and Conditions, for the letting of the School premises for hire to a third party. Lettings are managed by the Headteacher and Governing Body following HCC guidance.

This policy states the documents the School will require to have in place when other external agencies, the Hirer, will be delivering services in/on the school premises, but will not have sole use of the premises. Where the area to be used by the Hirer will remain in use by the school at other times during the year, then a Hiring Agreement will be drawn up by the School. **See Appendix 1.**

**The requirement for a Hire Agreement will be made following HCC guidelines for determining whether a Lease, Contract or Hire Agreement is needed. See Page 7 (Grid)**

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## 2. Hire Agreement (Property)

(Sometimes called a “Licence to Hire”)

A Hire Agreement is a formal permission between two parties and typically allows the use of part of the school premises or site on a part time basis. The hirer may or may not be given a set of keys to the premises and so may either be let into the premises under supervision or collect and return a set of keys to enable them to proceed. The hiring period might typically last for a few hours and be a regular occurrence. Schools are entitled to enter into these using their own sets of terms and conditions. These agreements might be on a daily, weekly or periodical basis. In all circumstances the school must be able to access the premises under the Hire Agreement to exercise control over them and the hirer.”

The School Governing Body will have no degree of management control over the service being provided by the Hirer using the school premises, and they will be considered totally independent from the school.

*(This is not to be confused with the definition of a Lease. Lease (Property): A contract under which the owner of property (Landlord) grants another person (the Tenant) exclusive possession of the property for an agreed period usually in return for rent. A lease is a contract between two parties that gives use of premises to one party and to the exclusion of all others. A Lease can only be granted by the Landlord of the Property. Therefore, by definition premises that are to be leased will no longer be part of School premises.)*

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## 3. Record Keeping and Reviews

Hiring agreements will be recorded in the contract register and a file maintained with the original signed agreement and copy insurance documents. The expiry dates of any insurance documents should be noted, and new insurance documents requested and provided in a timely manner. The Agreement should be considered as valid for a maximum 12-month period within the school academic year and reviewed annually before the start of a new school year.

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## 4. Hiring Income

Tewin Cowper School Governing Body is responsible for the use of school premises outside normal school hours. The Local Authority wishes to encourage, and in certain cases has to make provision for community and other uses. For example, planning for and acting in civil emergencies; public consultations; in-service training; out-of-school-hours activities for pupils; adult education classes; activities organised by the Youth Service or other youth clubs and community organisations and groups. The Local Authority may require governors to make premises available for these activities.

With the exception of certain defined community activities, schools are responsible for the determination of hiring charges and receipt of the income accruing to the letting.

The activities for which schools are responsible also include those which they themselves organise, including Parent Teacher Associations (PTA) fundraising events. Schools are responsible for the hiring charge and the receipt of money accruing to the event hiring.

In order to encourage the use of school premises by community groups, the County Council will support certain voluntary organisations through grant aid. The organisations will be divided into three categories: youth organisations; pre-school provision; community groups and a civic purpose. Sometimes referred to as Free Lets.

Voluntary Aided Schools are exempt from these arrangements, except in so far as the authority's interests are relevant and its assessment of maximum charges and actual costs.

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## 5. Letting Terms and Conditions

### 5.1 Health & Safety

- The School shall be responsible for ensuring that during letting periods adequate means of escape are available. Where only parts of the premises are in use, the School shall ensure that all relevant escape routes remain open and that adequate escape signage is available.
- The School shall ensure that First aid arrangements are in place when the premises are used out of 'normal' hours. Arrangements will be in place to ensure that a first aid kit is available to persons who may require its use. A first aid kit is available in the cupboard to the left of the entrance doors into the Hall; this is signed appropriately. A sink and WC are available in the reception area near the school office.

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### 5.2 Premises

- Users of the premises must remember that the building is primarily intended for other use and much trouble and work will be saved if premises are treated with care and respect.
- At the discretion of the School, a set of keys may be given to the hirer to facilitate entry. The hirer will be required to sign for receipt of the keys- **See Appendix 2**- and shall sign an agreement to undertake the required check list procedures for safely opening, leaving and closing the school premises.- **See Appendix 3** -Should these procedures not be undertaken satisfactorily, then the School may request the return of the keys. The keys must be returned to the School by the hirer on the termination of the contract and safe return will be recorded and signed for by the School in the key register. The School reserve the right to request the return of the keys at any time.
- Hirers must be over the age of 18.
- Documents and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- The Hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes.
- At the end of the let it is the Hirer's responsibility to leave the accommodation in a satisfactory condition and to move the furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.
- Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to *in writing* by Tewin Cowper School, at least 7 days in advance of the let.
- The minimum letting period shall be one hour.
- Consideration must be given to local residents with regard to noise and car parking.

- Any lettings may be subject to a trial period of six weeks.
  - In the event of an emergency, it is the responsibility of the hirer to contact the appropriate emergency service. Where the emergency relates to the premises, contact with one of the following school governors should be made: David Rawlins 07733 890904 or Barbara Clarke 07786 882996.
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## 5.3 Charging

- Charges will set within the following principles:
  - Charges will be reviewed annually by Governors. The charges will be agreed and recorded in Appendix 4 showing the date approved and the next review date. **See Appendix 4.** At the discretion of the Tewin Cowper School Governing Body, a discounted rate may be considered.
  - A Daily Rate will be for a full day hire, which is considered as eight consecutive hours 9am -5pm any one day.
  - Lettings will include the cost of the Caretaker's attendance, heating & lighting, wear & tear and administration.
  - Deposits: A minimum deposit of 10% will be required to guarantee bookings at the time of application. The balance of payment should be payable no later than 10 days prior to the hiring taking place.
  - Non-payment will be considered a breach of the Hiring Agreement.
  - VAT will be charged as required, in accordance with VAT rules.
  - Hirers will be given a minimum of 28 days' written notice of the School's intent to increase the letting charge.
  - Charges will be reviewed annually.
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## 5.4 Insurance

### Public Liability Insurance

Any prospective Hirer or User of the School premises (including school grounds) must have Public Liability Insurance to cover them in the event of their being held liable for damage to the School property or injury/loss to individuals/s due to their negligence. This includes pre/after school and summer clubs run by the PTA, parents or an outside body. The normal school insurance does not cover third party activities, but there is an exception, as in when insurance would not normally be expected to be taken, such as a one-off child's birthday party hire booking.

The current standard is a minimum level of cover of £5 million. All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5,000,000. This document must be sent to the School before this agreement is signed.

### Employee Liability Insurance

Employee Liability Insurance to be held if applicable, and a copy provided to the School. Minimum cover level £10 million.

### Professional Indemnity Insurance

Professional Indemnity Insurance to be held if applicable, and a copy provided to the School. Minimum cover level £5 million.

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## 5.5 Regulations

- 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 Caretaker, or his representative, at all times.

- Organisations that are hiring/using space from the school and are a totally separate organisation should have and follow their own online safety policy and acceptable use agreements. However, if the organisation has any access to the school network and equipment then they must adhere to the school's online safety procedures and acceptable use agreement.
- Smoking is not allowed on site at any time.
- 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 School. The risk assessment form must state the maximum number of people who will be on site.
- Use of Copyrighted Music on the School premises. It is the responsibility of the Hirer, that any requirement for licencing with the Performing Rights Society is complied with in relation to music under Copyright, and that any applicable PRS fees are paid directly by them to PRS. [www.prsformusic.com](http://www.prsformusic.com)

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## 5.6 Termination

The termination notice period for a single event will be 14 days, and 28 days for a regular booking. In the event of breach of agreement, the School reserves the right to terminate the agreement with immediate effect.

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## 5.7 Staffing

- Where the premises are 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.
- An original or signed copy of DBS for each volunteer or paid worker shall be provided in advance to the School.
- The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.
- 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.

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## 5.8 Monitoring

- Both parties of the Letting Agreement will meet on a regular basis to maintain a dialogue and communication channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.
- The school shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature utilising the schools existing disciplinary and grievance procedures

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## 5.9 Disputes

If a dispute arises between the parties of the Letting Agreement every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

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## 5.10 Complaints Policy

The hirer must communicate its complaints procedure to all service users

The Finance, HR & Pay Committee and Headteacher will monitor the operation and effectiveness of the school's complaints arrangements.

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## 5.11 General Terms

Tewin Cowper School Governing Body must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the letting.

School	Relationship between school and organisation	Organisation / Provider	Typical Legal Documents required:	Rent
	1. No service management Link	<b>Private Organisation</b> , uses premises on schools site which have been declared surplus to requirements by School & CSF. Private organisation is totally independent of school.	Requires "Lease Agreement" for the premises to be in place. Drawn up by HCC Corporate Property (Landlord) in consultation with School and private Organisation	Typically full market rent should be charged by HCC.
	2. No service management Link	<b>Voluntary Sector Organisation</b> , uses premises on schools site which have been declared surplus to requirements by School & CSF. Private organisation is totally independent of school.	Requires "Lease Agreement" for the premises to be in place. Drawn up by HCC Corporate Property (Landlord) in consultation with School and private Organisation	May be entitled to rent reduction if service provided to local community is in line with HCC's targets, under HCC's Voluntary Organisation Service Property Strategy.
	3. No service management Link	Private or Voluntary Sector Organisation, uses premises on schools site for a limited time only, school still uses it other times. Private or Voluntary organisation is totally independent of school.	Requires "Hiring Agreement" for the premises to be in place. Drawn up by school - see advice in CSF Property Matters Manual.	Fees to be negotiated between parties and formalised in the Hire agreement
<b>Community Schools</b>	4. Service is provided by external organisation on behalf of / or for the school as part of the school's curriculum or Extended day provision or as part of a Children's Centre provision.	Private or Voluntary Sector Organisation	If service provider is hiring / leasing premises then a Lease or Hire agreement with terms and conditions matching those in the service contract covering the service to be provided. If service provider is not hiring / leasing premises then only a service contract covering the service specification, terms and conditions needs to be provided.	May be entitled to rent reduction if service provided to local community is in line with HCC's targets, under HCC's Voluntary Organisation Service Property Strategy.  Not Applicable
	5. School has strong links through membership of the Voluntary Committee constitution.	Service is provided by Voluntary Committee, initially set up by School and funded separately from the school budget, to run club / activities as part of the school's curriculum or extended day provision.	Good practice suggests that to protect the future a written agreements for both hiring and service definition (contract) be produced as in (4) above.	Fees to be negotiated between parties and formalised in the Hire agreement.
<b>Foundation / Voluntary Aided / Voluntary / Controlled</b>	6. See examples 1 - 5 above	See examples 1 - 5 above	As above, however, <b>the Landlord is:</b> o <b>Foundation</b> – The Governing Body o <b>VA / VC:</b> - The Land is owned by Trust / diocesan Board - The Playing fields are owned by HCC.	See examples 1 - 5 above

## Appendix 1 -

### HIRING PREMISES MANAGEMENT AGREEMENT:

It is agreed by both parties this Hiring Management Agreement is put in place to ensure the smooth running of the whole site. Both parties duly agree to abide by the provisions detailed below. All details highlighted, need completing.

This agreement is made on **DATE** and will be valid for **XX** Months unless terminated before **DATE (End date)**

Agreement between:

Tewin Cowper School

Cannons Meadow, Tewin, Herts. AL6 0JU

**Contact details**

**Hirer, address, contact details**

#### 1. Use of Premises

**Description of use of premises**

- Access (including rooms to be used or out of bounds)
- Security of premises (keys & alarms)
- Hours of usage (to include set up and cleaning)
- Cleaning
- Equipment (including safety checks)
- Car Parking (specific arrangements)
- Food & Drink

**Rates and Charges**

- Hourly rate
- Daily rate
- Cupboard Storage rate
- Free of charge or County Council Free Let
- What this does and doesn't include (see below)

### LETTING TERMS AND CONDITIONS

#### 1. Health and Safety

- 1.1 The School shall be responsible for ensuring that during letting periods adequate means of escape are available. Where only parts of the premises are in use, the School shall ensure that all relevant escape routes remain open and that adequate escape signage is available.
- 1.2 The School shall ensure that first aid arrangements are in place when the premises are used out of 'normal' hours. Arrangements will be in place to ensure that a first aid kit is available to persons who may require its use. A first aid kit is available in the cupboard to the left of the entrance doors into the Hall; this is signed appropriately. A sink and WC are available in the reception area near the school office.

## **2. Premises**

Users of the premises must remember that the building is primarily intended for other use and much trouble and work will be saved if premises are treated with care and respect.

- 2.1 At the discretion of the School, a set of keys may be given to the hirer to facilitate entry. The hirer will be required to sign for receipt of the keys and shall sign an agreement to undertake the required check list procedures for safely opening, leaving and closing the school premises. Should these procedures not be undertaken satisfactorily, then the School may request the return of the keys. The keys must be returned to the School by the hirer on the termination of the contract and safe return will be recorded and signed for by the School in the key register. The School reserve the right to request the return of the keys at any time.
- 2.2 Hirers must be over the age of 18.
- 2.3 Documents and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 2.4 The Hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes.
- 2.5 At the end of the let it is the Hirer's responsibility to leave the accommodation in a satisfactory condition and to move the furniture back to its original position or to such a place as will facilitate cleaning. Failure to do this may result in an extra charge for the additional time spent cleaning.
- 2.6 Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to in writing at least 7 days in advance of the let, by Tewin Cowper School.
- 2.7 The minimum letting period shall be one hour.
- 2.8 Consideration must be given to local residents with regard to noise and car parking
- 2.9 Any lettings may be subject to a trial period of six weeks.
- 2.10 In the event of an emergency, it is the responsibility of the hirer to contact the appropriate emergency service. Where the emergency relates to the premises, contact with one of the following school governors should be made: David Rawlins 07733 890904 or Barbara Clarke 07786 882996.

## **3. Financial Arrangements**

Tewin Cowper School will set the charge within the following principle:

- 3.1 Lettings will include the cost of the Caretaker's attendance, heating & lighting, wear & tear and administration.
- 3.2 Deposits: A minimum deposit of 10% will be required to guarantee bookings at the time of application. The balance of payment should be payable no later than 10 days prior to the hiring taking place.
- 3.3 Non-payment will be considered a breach of the Hiring Agreement
- 3.4 VAT will be charged as required, in accordance with VAT rules.
- 3.5 Hirers will be given a minimum of 28 days' written notice of Tewin Cowper School intent to increase the letting charge.
- 3.6 Charges will be reviewed annually.

## **4. Insurance**

- 4.1 All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5,000,000. This document must be sent to Tewin Cowper School before this agreement is signed.
- 4.2 Employee Liability Insurance to be held if applicable, and a copy provided to the School. Minimum cover level £10,000,000.
- 4.3 Professional Indemnity Insurance to be held if applicable, and a copy provided to the School. Minimum cover level £5,000,000.

## **5. Regulations**

- 5.1 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 Caretaker, or his representative, at all times.
- 5.2 Organisations that are hiring/using space from the school and are a totally separate organisation should have and follow their own online safety policy and acceptable use agreements. However, if the organisation has

any access to the school network and equipment then they must adhere to the school's online safety procedures and acceptable use agreement

- 5.3 Smoking is not allowed on site at any time.
- 5.4 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 Tewin Cowper School. The risk assessment form must state the maximum number of people who will be on site.
- 5.5 It is the responsibility of the Hirer, that any requirement for licencing with the Performing Rights Society is complied with in relation to music under Copyright, and that any applicable PRS fees are paid directly by them to PRS. [www.prsformusic.com](http://www.prsformusic.com)

## 6. Termination

The termination notice period for a single event will be 14 days, and 28 days for a regular booking. In the event of breach of agreement, Tewin Cowper School reserves the right to terminate the agreement with immediate effect.

## 7. Staffing

- 7.1 Where the premise 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.
- 7.2 The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered.
- 7.3 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.
- 7.4 An original or signed copy of DBS for each volunteer or paid worker shall be provided in advance to the School.

## 8. Monitoring

- 8.1 Both parties under this Letting Agreement will meet on a regular basis to maintain a dialogue and communication channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.
- 8.2 The school shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature utilising the schools existing disciplinary and grievance procedures.

## 9. Disputes

If a dispute arises between the parties of this Letting Agreement every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

## 10. Complaints Policy

The hirer must communicate its complaints procedure to all service users.

## 11. General Terms

The Tewin Cowper School Governing Body must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the letting.

Signatures

We agree to the terms and conditions above..... Date

**RECEIPT FOR A SET OF KEYS AND AGREEMENT TO UNDERTAKE THE REQUIRED OPENING UP, LEAVING AND CLOSING PROCEDURES**

**Name of Hirer**

Detail of keys issued: There is one key for the front door.

In consideration of facilitating entry to the premises of Tewin Cowper School, I confirm that I have received a set of keys from the school and will ensure safe keeping and that the keys will not be copied or given to a third party.

I undertake to return the keys when requested by the School or at termination of the hiring contract, whichever is soonest.

I confirm that I have received and read a copy of the checklist procedures for safely opening up, leaving and closing the School and understand the requirements. I confirm that I will undertake the required procedures and understand that should these procedures not be undertaken satisfactorily, then the School may request the return of the keys.

I confirm that I have been shown and walked through the procedures for opening up, leaving and closing the School.

I confirm that I am over the age of 18.

**Keys issued and receipted**

**Named key holder**

Signatures:

**Hirer:** .....

**On behalf of the School:** .....

**Date:** .....

**Date:** .....

## **PROCEDURES FOR OPENING UP, LEAVING AND CLOSING THE SCHOOL**

### **Opening up**

- Unlock and open up main car park gate (when required) using the padlock or other locking device put in place by the School, anchoring the gates safely

Unlock the front door. One key required.

- Switch on Hall lights - the main 3 switches are behind the curtain on the LH side as you go into the Hall. The switch for the lights above the stage are on the left as you go into KS1 lobby
- Unlock KS1 cloakroom lobby rear fire exit door
- Check KS1 cloakroom lobby is not blocked with chairs/tables
- Check first aid kit is available in the cupboard to the left of the entrance doors into the Hall
- Carry out a head count of attendees on arrival

### **Leaving and Closing**

#### **Before you leave the premises**

- Make sure any furniture or items which have been moved from the Hall are put back and that the Hall is clear of rubbish
- Check that all attendees have exited the building
- Switch off air conditioning if it has been used. The 2 panels are at the back of the hall either side of the doors. The On/off switch is at the top right of each panel.
- Ensure that the KSI cloakroom lobby fire exit door is locked.
- Ensure all windows are closed
- Check that all lights are switched off, including toilet, hall and kitchen
- Ensure that the porch outside light is left on

#### **After exiting the premises**

- Ensure the front door is closed on the latch and locked securely with the top and bottom locks.
- Ensure the School Car Park gates are closed, secured and locked behind you, using any padlock or other locking device put in place by the School.

**Charging**

<b>Date Approved</b>	<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Daily Rate 8 hours considered as 9am-5pm</b>	<b>Cupboard Storage Rate</b>	<b>Next Review Date</b>
May 2023	Sept 2023	£10.50	-	-	May 2024
May 2024	Sept 2024	£11.50	-	£15 per month	May 2025
July 2024	Sept 2024	£11.50	£50.00	£15 per month	May 2025
May 2025	Sept 2025	£12.50	£55.00	£16 per month	May 2026