

LETTINGS POLICY

Last reviewed:	April 2024
Next review due:	April 2025
Reviewed by:	Director of Operations

1. Introduction

This policy guidance provides a framework outlining how d'Overbroeck's will manage any requests for lettings by external organisations/individuals. It is designed to ensure that clear and transparent guidelines are provided for all hirers and to ensure that d'Overbroeck's complies with its obligations under the Health & Safety at Work Act 1974

d'Overbroeck's is committed to ensuring that any requests for hiring of its School premises are handled in a professional and transparent way and fully consider the needs of both the School and the organisations/individuals wishing to use our premises. The policy applies to any lettings requests received from external organisations, external individuals or external clubs and societies.

This policy should be read in conjunction with the following d'Overbroeck's policies, available from the School website or from the School office on request:

- Health & Safety policy
- Safeguarding & promoting the welfare of children policy

2. Objectives

The Lettings policy aims to:

- clarify to hirers the requirements for using School premises;
- provide a structure outlining how such requests should be made and handled by d'Overbroeck's;
- allow for any concerns relating to the procedure to be handled in a professional manner;
- enable d'Overbroeck's to comply with its statutory obligations under the Health & Safety at Work Act 1974
- enable d'Overbroeck's to comply with its statutory obligations under Keeping Children Safe in Education (September 2023).

The policy will be reviewed as required to take account of any changes in legislation.

3. General principles

Decisions relating to requests to hire School premises will be made by the Director of Operations. In all cases hirers should complete the Booking Form (see Appendix 1) at least 21 days in advance and return it to the Director of Operations, who will consider the request and draw up a formal Hire Agreement. Full payment must be made to the School before the Hire Period commences.

The use of the Premises for School functions, which have been booked at the beginning of the School year, will take priority over lettings.

For the purposes of this policy, the following definitions apply:

- **'The School'** refers to d'Overbroeck's.
- **'Hirer'** refers to the group/person identified as Name of Hirer in the Hire Agreement.
- **'Premises'** refers to the specific d'Overbroeck's location identified in the Hire Agreement.
- **'Hire Period'** refers only to those days, dates and times outlined in the Hire Agreement.

4. Lettings procedure

Application for the use of d'Overbroeck's premises must be made to the Director of Operations on the Booking Form (see Appendix 1). The Hirer must be over the age of 18 years.

A Hire Agreement will then be drawn up and signed by both parties and payment will become due.

The Hirer will also agree to the terms and conditions within this policy by signing a copy, and this will form part of the Hire Agreement.

5. Fees

The Hirer agrees to pay to the School the fee stated in the Hire Agreement. In the 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 such payments may be credited towards subsequent lettings.

The fee may be varied by the School at annual intervals from the date of the Hire Agreement. The School will give 28 days' notice in writing of a variation to the fee. If the Hirer does not wish to accept the fee variation, then it may give notice in writing (before the School notice runs out) to end the Hire Agreement and in the intervening period the then current fee will continue to apply.

The Hirer agrees to leave the Premises in a clean and tidy condition as previously found prior to the Hire Period. The Hirer agrees to pay cleaning costs should the property be left in an untidy or dirty condition, the assessment of which lies with the School.

6. Safeguarding and Child Protection

If a letting involves contact with children and young people the Hirer will ensure that all the staff and volunteers providing a service on behalf of the Hirer hold a valid enhanced DBS disclosure. The School will ask to see evidence that these checks have been carried out, and the Hire Agreement includes a Safeguarding Declaration stating the same.

The Hirer shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to be engaged in connection with the use of the School's premises or who may otherwise present a risk to children.

The Hirer will be expected to show they have robust safeguarding arrangements in place and will work to the standards outlined in the latest version of the DfE publication 'Keeping Children Safe in Education', and in line with procedures approved by the Oxfordshire Safeguarding Children Board. The Hirer agrees to provide a copy of their child protection policy on request.

The Hirer undertakes to uphold Fundamental British Values as defined within the Counter-Terrorism and Security Act 2015 and will not seek to express or allow any individual in their organisation to express radical or extremist views.

The Hirer will ensure there is a named 'designated person' for referring children protection and safeguarding concerns. The School must be made aware immediately of any safeguarding concerns that arise during the Hire Period.

The School specifically reserves the right to terminate this agreement with immediate effect if the Hirer does not have the appropriate arrangements with regards to the safeguarding of children in their care.

7. Health and safety

For the duration of the Hire Period the Hirer is responsible for ensuring the following:

- a) an emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken as seen fit by the Hirer;
- b) the Hirer is familiar with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities;
- c) a first aid kit is provided by the Hirer;
- d) no School equipment is used unless expressly permitted by the School;
- e) facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Hirer and/or their Clients, the School or the equipment.
- f) The Hirer will provide the School copies of all relevant risk assessments in advance of the let.

This includes ensuring that:

- alcohol is not consumed;
- emergency exits, fire extinguishers, alarm points are not obstructed;
- adequate walkways are available to allow free and easy access and egress;
- no gas cylinders or canisters are used inside the Premises or on School grounds;
- combustible materials are not placed adjacent to heat sources;
- flammable or hazardous substances are not used;
- no open fires, candles or unauthorised electrical equipment will be used on the Premises;
- electrical equipment provided by the Hirer is PAT tested and complies with the British Standards then applicable;
- equipment is used for the purpose for which it was designed;
- noise levels are always at a reasonable level;
- no nuisance or disturbance is caused to the School or neighbours.
- No smoking or vaping on any School site or in its direct proximity.

8. Insurance, liability and indemnity

- The Hirer must hold public liability insurance with a limit of indemnity of at least £5,000,000. A copy of the certificate of insurance must be provided to the School before the Hire Period begins.
- The Hirer must arrange their own insurance to cover any activities which are physically demanding or at a higher risk of possible injury, eg, martial arts, bouncy castle, etc.

9. Damage to property

- 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. The Hirer undertakes either to make good or to reimburse the School for the cost of making good (as the School directs) any damage to the property of the School caused by the Hirer, their staff, visitors or clients, and the Hirer indemnifies the School for all damage and loss suffered by the School as a result of the hiring.
- It is the responsibility of the Hirer to satisfy themselves that the premises, furniture, fixtures and fittings are fit for their purpose of the hire.
- The laying of any composition or other preparation on floors is prohibited.
- 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 windowsills, or standing on chairs, tables or any equipment.

10. School security

The School agrees to make arrangements for the Premises to be opened and locked after each Hire Period, unless the hirer has this responsibility as part of their contract. The Hirer agrees to notify the School where and when any session is to start late or end early.

11. Temporary unavailability of Premises by the School

The School may give verbal notice to the Hirer that the Premises are temporarily unavailable and will be controlled by the School in the following instances:

- a) where the School is closed for any reason;
- b) where the Premises are, in the opinion of the School, unsafe to be used by the Hirer;
- c) where there are emergency circumstances which require the use by the School of the Premises.

12. Access and car parking

Entry to School premises is controlled by gates with access codes and/or SALTO key cards. The School will provide the appropriate codes and/or cards to the Hirer depending on the premises being hired.

The staff car park on the appropriate teaching site may be used by the Hirer if the Hire Period is outside usual School business hours. All parking arrangements will be confirmed in the hire

agreement. The School accepts no responsibility for any loss or damage arising to or from vehicles parked in any School car parks.

13. Sub-hiring and tenancy

This Hire Agreement is personal to the Hirer and the Hirer must not assign or sub-hire the whole or any part of the Premises or allow any third party to occupy them.

This Agreement is not intended to create the relationship of landlord and tenant and the Hirer is not entitled to a tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Hire Agreement ends.

14. Change of contact person

The Hirer agrees to notify the School in advance, and in writing, if the contact person is to change and to provide the name of the new contact person. The new contact person will be required to countersign the current Hire Agreement to demonstrate they agree to these Terms and Conditions.

15. Terminating the Hire Agreement

Either party may terminate the Hire Agreement by providing two month's written notice to the other. The Hirer shall pay all sums due under the Hire Agreement up to the date of expiry of the written notice.

The School reserves the right to terminate the Hire Agreement at any time with immediate effect and without reimbursement of payments (including any deposit or damage deposit) if the Hirer breaches the terms and conditions.

16. Use

The Hirer will only use the Premises for the use stated in the Hire Agreement.

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 Hire Period.

The Hirer must ensure that appropriate supervision is always available and that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to.

If the Premises are to be used for a dance, concert or stage performance, the Hirer must obtain any necessary licence(s) to cover copyright. 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.

17. Prohibitions

No illegal, indecent or immoral activity is permitted, and no betting, gambling or gaming is permitted on the Premises.

Alcohol may not be consumed on the Premises.

Smoking on the Premises is prohibited, including e-cigarettes/vaping. The Hirer will display a notice at all meetings and activities specifically forbidding smoking on the Premises.

The Hirer must not use the School's name or logo in any promotional material without prior written permission. The School does not endorse the Hirer, nor their reason for hiring the Premises.

No part of the Premises may be used for auction sale, trade, business or manufacture of goods.

*

Declaration (to be signed when the Hire Agreement is formalised)

I have read and will ensure observance of the Hire terms and conditions by persons using the premises of d'Overbroeck's. I agree to be responsible for making good any loss or damage to the premises or equipment resulting from this hiring and will ensure that the premises and equipment are in good order at the end of the hiring. I am over the age of 18 years.

Delete as appropriate:

- I have / have not arranged Public Liability Insurance cover for a minimum of £5m.
- I do / do not enclose a copy of the certificate of insurance.
- I do / do not enclose a copy of child protection and safeguarding procedures.

Signed:

Date:

Name in capitals:

I approve this hire on behalf of d'Overbroeck's

Signed:

Date:

Name in capitals:

Role at d'Overbroeck's:

*After approval: one copy to be retained by the School
one copy to be returned to the Hirer*



BOOKING FORM to hire d'Overbroeck's premises

Applications must be made at least 21 days in advance to the Director of Operations.

Applicants are advised not to make arrangements until they receive confirmation of the booking.

Name and address of hiring organisation			
Name of contact person:			
Tel number (day):			
Tel number (mobile):			
Email:			
Type of hirer (please circle):	community / national charity / local charity / business / individual		
Event name:			
Purpose of hire (please circle):	public event / adult club meeting / children's club / personal event		
Age range attending event:			
Days and dates of hire:	From (day & date):		Time:
	To (day & date):		Time:
Number of occasions (if this is a regular event):			

	Charge per hour/day/item	Quantity	Total
Buildings required		no of hours/days	
	£		£
	£		£
	£		£
Equipment required		no of items	
	£		£
	£		£
	£		£
TOTAL			£

After approval: one copy to be retained by the Director of Operations

one copy to be returned to the Hirer