



LETTINGS POLICY

Date of issue: Autumn 2022

Reviewed Autumn 2025

Review date: Spring 2026

reviewed following PREVENT PD to include:

Added to the policy under Governor Responsibilities:

The Hirer acknowledges that (name of organisation) has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have “due regard to the need to prevent people from becoming terrorists or supporting terrorism” (the “Prevent Duty”). The Hirer shall ensure that it uses (venue name) in such a way as to satisfy the Prevent Duty.

The Hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

Added to: Termination (point C) - In the event where we feel there is reputational risk to our organisation, we have the ability to withdraw from the contract and cancel the booking of the event.

Governor Responsibilities

The Governing Board recognises the role of the Howe Dell School within the community and welcomes the use of the schools' premises for a variety of community and leisure purposes.

The Governing Board exercises due diligence in relation to requests from external speakers and organisations using the school premises in line with the Prevent Duty. The school will request an outline of what the speaker intends to cover, research the person / organisation and reserve the right to deny permission for people / organisations to use school premises if they have links to extreme groups of ideologies. In this case they will be flagged under the Prevent Duty.

The Governing Board reserves the right to make a charge for the use of the schools premises and charges may vary according to the category of letting (community and leisure learning, private or commercial).

Daily control of school lettings is the responsibility of the Headteacher (and her staff), who is authorised to negotiate fees within the limits determined by the Governing Board.

The Facilities Manager in partnership with the Office Manager is responsible for the day to day operations of lettings, maintaining records for each organisation / individual hiring Howe Dell School premises and ensuring safeguarding procedures are met.

The Hirer acknowledges that Howe Dell School has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have "due regard to the need to prevent people from becoming terrorists or supporting terrorism" (the "Prevent Duty"). The Hirer shall ensure that it uses Howe Dell School in such a way as to satisfy the Prevent Duty.

The Hirer must ensure that the venue is not used by any groups or speakers in support of any extremist ideology.

The Facilities Manager's Responsibilities

Enquiries for the hire of the school premises are directed in the first instance to the Facilities Manager. At the start of each hire period the Hirer is asked to complete a formal application form, indemnity form, clubs & associations form, and safeguarding checklist (Appendixes A,B,C and D), detailing which facilities they wish to book, including date, times and any other requirements.

For on-going lettings, a new application form is required at the start of each financial year. The application forms are forwarded to the Facilities Manager who ensures that the requested facilities, dates, times and requirements are available.

All applications to hire the premises are approved and signed by the Facilities Manager, in accordance with the School Head and delegation given by the Governing Board.

School Access

Access to lettings inside the School is by the designated entrance. The school complies with current DDA compliance legislation.

Whilst on site you will be given a school radio to be able to access a member of staff. In the event of an out of hours letting a mobile number will be provided to contact a member of staff. All other enquiries or queries should be directed to the Facilities Manager during office hours, 01707 263291/ admin@howedell.herts.sch.uk.

Charging Rates

The Governing Board determine their own charges for all hiring's taking into consideration basic running costs, e.g. heating, security, portering, caretaking and cleaning, etc.

These rates are reviewed by the governing board on an annual basis, usually as part of the budget setting process and the new rates approved through the Governing Board as recorded in their minutes.

The school is expected to apply the up to date Governor approved rates for all Hirers to the school. However, to promote community use and long term partners, the Headteacher may use their discretion to give a discount to certain Hirers.

Insurance

Prior to the first session of any hire period, the Facilities Manager will ensure that the Hirer hold their own public liability insurance with a minimum value of £5,000,000. A copy of the insurance certificate must be obtained and will be held by the school together with the application to hire.

If the Hirer is not a commercial organisation, does not charge for their activities (not for profit) and does not hold their own insurance, a charge will be made to include them in the school's cover, taken out through the Insurance Section at County Hall. This charge will be 5% of the cost per session, or £5.00, whichever is the greater. These charges are held separately within the school's accounting package and paid over to the Local Authority as the premium in the following academic year.

Cancellations

To cancel a booking, Hirers should contact the school as soon as possible.

Hirers should telephone the School Office on 01707 263291 (Open 08.30 – 15.30) to cancel a booking at least 24 hours before the start of their booking otherwise the full fee will be charged.

The school reserves the right to terminate any block bookings where the Hirers have cancelled multiple sessions without payment ie with 14 days or more notice. (Please see section 9 ("Cancellation of Hire") of the Lettings Agreement.

Every attempt will be made to rebook cancelled block bookings. See cancellation section 9.0.

Deposits

'One-off' Hirers must pay a deposit which is usually £100 but could be more depending on the event. The amount **should not** be deducted from the final invoice payment by the hirer. The school will refund the deposit once it is clear there is no damage and that the school has incurred no additional costs. Deposits will be cashed in advance of the hire and returned once the hire has taken place. Hirers making a block booking will also be required to pay a deposit equivalent to one month's let, refundable at the end of the letting period.

VAT

Where the hire involves the use of the school sports hall or sporting facilities, consideration must be given to the potential for VAT, as set out in the Local Authority 'Property Matters' guide and Section 12 of the 'Financial Handbook for Schools'. Where it is not clear whether the Hirer is a club, the Local Authority questionnaire will be used to determine whether VAT is chargeable.

The hire of equipment and some other specialist areas of the school may also be subject to VAT. In these instances, the Finance Department will consult the current VAT guidance publication.

Invoicing

Invoices for one off hires are raised two weeks prior to the event taking place and full payment is expected no later than 10 days before the date of the hire. Failure to make payment will result in the hiring being cancelled and the deposit forfeited

For regular hiring, invoices will be raised by the School's Office. The school reserves the right to cancel future lettings (including block bookings) at short notice if the payment is not received by the due date.

All income received is collected through the School Office and a receipt will be issued to the Hirer if requested.



HOWE DELL SCHOOL LETTINGS AGREEMENT

**Terms and Conditions under which
Accommodation and Services can be
provided**

Lettings 2025-2026

Community Statement

Currently Howe Dell School enjoys Community engagement through a range of courses and classes which are offered within the School as a discrete out-of-hours provision.

Hirer's Checklist

- a) Thoroughly read the Terms and Conditions of this Hire booklet
- b) Complete and sign the application to Hire form, indemnity form, clubs & associations form, and safeguarding checklist (Appendixes A,B,C and D) and return to the school
- c) For speakers, provide the school with an outline of content coverage. The content should not contain extreme ideologies (PREVENT Duty)
- d) Not for profit Hirers can access the school's Public Liability Insurance Scheme
- e) If you are providing your own P.L.L. insurance, send a copy of your cover note to the school before the hire period commences
- f) The school is situated near residential areas so music volume levels need to be considerate

Maximum Capacity for school functions

	Standing	With tables/chairs
School hall	290	180
Multi-purpose room	50	24
Comet Suite/meeting room	-	12
Library	-	20
Blue Playground	30	
School field		

Hire Charges April 2025 to April 2026

Hire Charges must be fully paid 10 days prior to the letting taking place

Facilities are let as a minimum 2 hour let and by the half hour after this (unless prior agreement)

Weekends are charged at time and a half for Saturdays and double time on Sundays. Letting during school holiday periods are charged at the Saturday rate.

	Monday to Friday	<u>Saturday Time and a half</u>	<u>Sunday Double time</u>
<u>School Hall</u>			
Per Hour	£25.00	£37.50	£50.00
<u>Multipurpose Hall</u>			
Per Hour	£25.00	£37.50	£50.00
<u>Comet Suite</u>			
Per Hour	£25.00	£37.50	£50.00
<u>Library</u>			
Per Hour	£25.00	£37.50	£50.00
<u>Blue playground Playing Field</u>			
Per Hour	£25.00	£37.50	£50.00

A discount may be negotiated with the Headteacher at time of booking.

Howe Dell School and Day Care staff will receive a 50% discount on all lettings.

1. CARE OF THE PREMISES

- a. The Hirer shall indemnify the school and the County Council from and against all costs, claims, expenses or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- b. The Hirer is required, in addition, to take out £5 million Public Liability Insurance and to give the school a copy of the cover note in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy.
- c. Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire. Even though the cost is repaid to Governors and County Council, considerable inconvenience may be caused for other persons wishing to use the facilities.
- d. The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Hirers must provide their own cleaning equipment/black bags for rubbish.
- e. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- f. If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time. Hirers must factor setting up and clearing away time into their letting. (This will be charged at £5 for every 15 mins)
- g. The Duty Officer, or some other person designated by the Headteacher of the school is responsible to, and the representative of, the Governors for the care of the premises.

2. EVACUATION PROCEDURE

- a. Upon hearing the fire alarm, Hirers should evacuate via the nearest fire exit, following the fire exit signs and assemble at the:
 - School let – the school playground out the lobby doors/fire exit to the playground

3. PRIVATE PROPERTY

No responsibility can be accepted by the Governors or the County Council for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

4. PAYMENT

- a. When a casual booking is made, the Hirer shall pay the hire charge in full
- b. The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment
- c. Block bookings require a deposit equivalent to one month's let, refundable at the end of the letting period. Block bookings shall be paid by invoice unless otherwise agreed
- d. Invoices must be paid within 30 days from the date of the invoice, depending on the booking date. Monies must be received 10 days before the event. The Governors reserve the right to cancel any bookings (either single or block) for non-payment

5. INSTALLATIONS AND USE OF PREMISES

- a. The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Governors in writing
- b. No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing. Free standing or table decorations only
- c. The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes
- d. Users of the premises must remember that the school is primarily intended for education and the premises must be treated with care and respect. Work and equipment should not be used and furniture moved only when necessary and replaced in its original position unless otherwise agreed with the school
- e. The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the Duty Officer or other representative of the Governors, to move the furniture back to its original position or to such a place as will facilitate cleaning (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent in cleaning
- f. Hirers must comply with no-smoking / vaping requests i.e. smoke / vape off the school premises
- g. No application will be granted for any purpose, which may jeopardise the insurance of the school
- h. No eating or drinking is allowed when using school IT equipment
- i. Events should not be advertised by posting flyers around the town. Fly posting is illegal under section 224 of the Town and Country Planning Act 1990 and regulation 27 of the Advertisement 5 regulations 1992. It is an offence punishable by a fine
- j. The School reserves the right to remove any poster, emblems or decoration visible at the site which in the opinion of the School is considered to be unsuitable

6. MAXIMUM ATTENDANCE

- a. Each application will be risk assessed to determine the maximum number of attendees, to ensure that safe evacuation procedures are met

7. TERMINATION

- a. If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors
- b. The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer
- c. In the event where we feel there is reputational risk to our organisation, we have the ability to withdraw from the contract and cancel the booking of the event
- d. The letting shall automatically be terminated by any breach of the conditions contained herein

- e. The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property
- f. In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and County Council shall have no further liability in that respect
- g. Howe Dell school reasonably consider that (i) such hiring leading to a breach of licensing conditions, if applicable, or other legal or statutory requirements (ii) unlawful breach or unsuitable activities will take place at the premises as a result of the hiring
- h. Block booking termination: Hirers who have agreed to a block booking (booking for a number of weeks in advance) are required to give 1 months' notice in order to terminate their block booking. The school reserves the right to terminate any block bookings where the hirers have cancelled multiple sessions without payment ie with 14 days or more notice
- i. The premises becoming unfit for the use intended by the Hire

8. CHANGES IN CHARGES

- j. The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form, after giving one month's notice in writing of their intention to do so. Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded

9. CANCELLATION OF HIRE

The following terms apply to cancellation of 'one off' bookings:

- Cancellation by the hirer with minimum of 14 days notice – reschedule booking or refund
- Cancellation by the hirer with less than 14 days notice - 50% of the full payment
- Cancellation by the hirer with less than 24 hours notice – full payment
- Cancellation by Howe Dell School – reschedule booking or full refund

The following terms apply to cancellation of 'block' bookings:

- Cancellation by the hirer with minimum of 14 days notice – reschedule booking or refund (if the hirer cancels multiple times (more than twice) without payment, the school reserves the right to terminate the block booking.)
- Cancellation by the hirer with less than 24 hours notice - full payment
- Cancellation by Howe Dell School – reschedule booking or refund

10. REFUND OF DEPOSIT

In the event of the accommodation and/or services not being used by the Hirer as booked, no money that has been paid shall be refunded apart from the deposit, providing there are no damages.

11. ENTRY AND EXIT

The Hirer will be granted access to the designated entrance by a member of Howe Dell staff. Once entry is gained, the Hirer will be responsible for letting its members in to the building. The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form and shall neither enter the premises before, nor leave them after, the times stated on the application form.

12. COPYRIGHT

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 020 7580 5544)

13. PUBLIC PERFORMANCES etc.

- If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions.
- Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice.

14. SPORTING OR PHYSICAL ACTIVITIES

- Hiring the Hall, blue playground or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.

15. ALCOHOLIC DRINKS

- Alcohol is not permitted on Howe Dell premises when let to the community
- If alcohol is brought onto the premises the school will charge the hirer £1000 and the hirer will not be prohibited to hire the venue indefinitely

16. USE OF KITCHEN FOR THE PREPARATION OF MEALS

- The kitchen facilities are not available for hire and no access to the kitchen area will be granted

17. OUTSIDE EQUIPMENT

- The Hirer shall not use any loudspeaker system or other equipment inside or outside the premises without having obtained the prior written consent of the Head Teacher
- All equipment used by the hirer must be PAT tested

18. EQUALITY ACT 2010

The Hirer must:

- Have due regard for the Equality Act 2010
- Undertake to use their best endeavour to ensure nothing occurs during or in consequence of the hiring which would prejudice the Governors' or the County Council's obligations under The Equality Act 2010
- Be aware that the Governors and the County Council reserve the right to refuse future applications if this undertaking above is not met. The event will conclude with immediate effect

APPENDIX A: CLUBS & ASSOCIATIONS

(Or an organisation representing affiliated clubs or constituent associations e.g. local league)

Declaration of Eligibility for VAT Exemption in respect of a series of sessions

Note all references to Clubs should be taken to apply to Associations and organisations representing affiliated clubs or constituent associations.

I hereby declare that I represent the following club:

.....

And that to the best of my knowledge, the following statements characterise the set up of the club:

- The Club is an organisation of persons (more than one) with an identifiable membership
- The membership is bound together for a common purpose by an identifiable Constitution or Rules (these may be written or oral)

Signed.....

Print Name.....

Date.....

APPENDIX B: LETTINGS INDEMNITY FORM

INSURANCE COVER – to comply with the conditions of the hiring agreement.
Please complete where applicable:

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| • I maintain a Public Liability Insurance Policy and have provided the School with a copy of the current insurance certificate. | <input type="checkbox"/> | <input type="checkbox"/> | |
| • I wish to be covered By the HCC / Howe Dell School Public Liability Hirers Insurance Policy during the period of hire and agree to pay the Premium cost of £5.00 or 5% of the total cost of the hiring whichever is greater. | <input type="checkbox"/> | <input type="checkbox"/> | |
| • I understand there is an excess payable by me of £150.00 relating to each and every claim for loss or damage to Howe Dell School's property arising from my hire of the premises. | <input type="checkbox"/> | <input type="checkbox"/> | |
| • I hereby undertake that in the event of claims arising during my hire of Howe Dell School's premises I shall not admit liability to the claimant but will immediately forward such claims with a brief report on the incident to the Facilities Manager, Mrs Hill c/o Howe Dell School. | <input type="checkbox"/> | <input type="checkbox"/> | |
| • I understand all equipment brought on to site to be used within the Community Hall must be PAT tested | <input type="checkbox"/> | <input type="checkbox"/> | |
| • Proof of public performance rights (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Signature:

Date:.....

APPENIDIX D: Howe Dell School

Safeguarding Form

For leasing of school premises by external organisations for activities provided for children, young people and vulnerable adults

Howe Dell School is committed to ensuring that all organisations that use the school premises comply with the guidelines recommended by the Local Safeguarding Children's Partnership, and also as set out by the Department for Education (Keep Children Safe in Education).

Detailed below are a set of questions which we expect all organisations to be able to answer. As part of its Safeguarding responsibilities, the School will monitor and periodically check that the information provided is accurate and all hirers must provide evidence where requested.

Please send a copy of your Public Liability Insurance (certificate, schedule or a letter from insurance company) to the school along with your Safeguarding and Booking form/Letting Policy. Booking cannot be confirmed or go ahead until this has been received.

A	Safeguarding arrangements. <i>As a provider, you and your staff and volunteers have a duty of care toward the children who attend. This means that by law you must take reasonable steps to ensure the safety of the children and to protect them from harm.</i> Have you checked the following with either your own agreement or external club / organisation after school activity provider ?	Yes/No	Comment
A1	Have an effective safeguarding and child protection policy in place?		
A2	Have a staff behaviour policy (sometimes called a code of conduct)?		
A3	Be aware of and have training on the specific safeguarding issues (including online) that can put children at risk of harm?		
A4	Have clear procedures on what to do if there are concerns about a staff member, volunteer or another adult who may pose a risk of harm to children?		
A5	Have appointed, a designated safeguarding lead (DSL) and deputies is relevant, who has undertaken safeguarding and child protection training (including online)?		
A6	Provide parents or carers with a named individual (such as the DSL or another named member of staff) so they can raise safeguarding concerns?		
A7	If a lone provider, give parents or carers the contact details of your local authority's children's services 0300 123 4043 or the NSPCC helpline number Know the local referral route into children's social care – call 0300 123 40423		

A8	Know how to report any allegations of harm to a child to both your local authority designated officer (LADO) and the police as soon as reasonably practicable? LADO Referral LADO.Referral@hertfordshire.gov.uk (within one working day)		
A9	Know if the legal duty to refer to the Disclosure and Barring Service applies to them and ensure they know how to make referrals when appropriate? See part three KCSiE.		
B	Suitability of staff and volunteers Have you checked the following with either your own agreement or external club / organisation after school activity provider ?		
B1	make sure staff and volunteers have had relevant pre-employment checks, for example: <ul style="list-style-type: none"> • DBS check part three KCSiE 2024 • verification of identity • references x 2 (previous employment an suitability to work with children) • right to work 		
B2	They have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment?		
C	Health and safety Have you checked the following with either your own agreement or external club / organisation after school activity provider ?		
C1	Consider the suitability and safety of the setting for employees, children and young persons, taking steps to reduce any risks identified?		
C2	Have a fire safety and evacuation plan?		
C3	Have paediatric first aid training where children aged 5 and under are attending the provision (unless exempt from registration with Ofsted)?		
C4	Have first aid training and a first aid kit to hand as well as awareness of what to do in an emergency where children aged over 5 are attending?		
C5	Have more than one emergency contact number for each child? (Club leader to have contact details of parents onsite)		
C6	Make sure you know of any medical concerns or allergies? (Club leader to have details onsite)		
C7	Have records and registers of all children/young people attending an activity?		
D	Governance Have you checked the following with either your own agreement or external club / organisation after school activity provider ?		
D1	a clear complaints procedure		
D2	an effective whistleblowing policy		
D3	a clear staff behaviour policy (code of conduct)		
D4	a clear line of accountability for safeguarding which runs throughout your organisation, including at the most senior level		
D5	a clear record of the safeguarding training provided to staff and the schedule of refresher training		

E	Data Protection		
E1	Procedures in place to protect staff and client personal information in line with the requirements of GDPR and the provisions of the DPA 2018?		
E2	Do you agree to notify the School of any changes in Ofsted registration, adults regularly present and any changes as relevant? Changes will need to meet the Safeguarding criteria applied for the original application.		

See the guidance on [Keeping children safe in out-of-school settings](#) details the safeguarding arrangements that schools and colleges should expect these providers to have in place. You can add to each section if required.

Signed on behalf of organization:

.....Date

Print Name

Telephone number

Email address

(It is the organisation responsibility to advise the School If the person who has hired the facilities on behalf of the club changes). In this case a new Safeguarding form will have to be completed.