



# New Marston Primary School

## School Premises Lettings Pack

**New Marston Primary School**  
Copse Lane, Headington, Oxford, OX3 0AY

Tel: 01865 761560 Email: [office@nmpps.org.uk](mailto:office@nmpps.org.uk)  
[www.nmpps.org.uk](http://www.nmpps.org.uk)

Headteacher: Mrs [Rachel Vlachonikolis](#)

<b>Date Agreed by the Local Governing Body</b>	<b>July 2023</b>
<b>Chair of Governors</b>	<b>Christopher Jinks</b>
<b>Headteacher</b>	<b>Rachel Vlachonikolis</b>
<b>Review Date</b>	<b>July 2024</b>

### **EMERGENCY CONTACT DETAILS**

Emergency Services: 999  
Gas Leak: (9) 0800 111 999  
Site Manager: Rohan Murray

## **New Marston Primary School Lettings Policy GENERAL TERMS AND CONDITIONS**

### **Terms**

'Hirer' refers to the group/person identified as the Name of Hirer in the *Hire Agreement*.

'The School' refers to the specific River Learning Trust location identified in the *Hire Agreement*.

'Hire Period' refers only to those days, dates and times outlined in the *Hire Agreement*.

Application for the use of New Marston Primary School (the school) premises must be made to the Lettings Manager 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 application. 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 payment so made may be credited towards subsequent lettings.

The use of the premises for school functions, which have been booked at the beginning of the school year, will take priority over hiring. Lettings to Friends of New Marston will be free of charge.

The caretaker 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 the schools purposes. However, he/she is at liberty to contract specifically 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 or River Learning Trust.

### **Annual Renewal**

All *Hire Agreements* are valid for up to 11 calendar months. Usually this would be from September until July.

### **Fees**

The Hirer agrees to pay to the School the fee stated in the *Hire Agreement*. The Fee may be varied by the School at annual intervals from the date of the 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 28 days notice in writing (before the School notice runs out) to end the 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 session, unless cleaning costs have been pre agreed on the booking application. Cleaning costs are clearly stated on the lettings fee schedule and the Hirer agrees to pay the non pre-agreed cost should the property be left in an untidy condition.

### **Safeguarding and Child Protection**

The Hirer specifically undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the Hirer work to the standards outlined through the DFE guidance in 'Keeping Children Safe in Education (2020)' and are familiar with and agree to follow the expectations of the both this guidance and the local area procedures produced through the Oxfordshire Safeguarding Children's Board.

The School/Academy 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. The *Hire Agreement* includes a Safeguarding Declaration.

### **Health and Safety Conditions**

For the duration of the period of hire the Hirer must ensure the following:

- a) Normal emergency procedures are followed.
- b) A first aid kit is provided.
- c) No School equipment is used unless expressly permitted by the School.
- d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities.

e) 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.

f) 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.

This includes ensuring that:

- Alcohol is not consumed
- Emergency exits, fire extinguishers, and 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
- Equipment is used for the purpose for which it was designed.
- Electrical equipment is PAT tested and complies with the British standards then applicable
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.
- Noise levels must be contained to a reasonable level at all times.

### **Insurance, Liability and Indemnity**

River Learning Trust holds public liability insurance to the value of £5 million and hirer's liability insurance. For all low risk activities the Hirer is covered under this policy. However, martial arts, firework displays, racing or fairground rides are not covered. Further details are available upon request.

Where public liability insurance cover has not been arranged or already covered by the school, the hirer confirms that insurance cover in respect of both the hirer's liability to the public and their liability to the school 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.**

The Academy strongly **recommends that the Hirer take out their own insurance** to cover any activities which are physically demanding or at a higher risk of possible injury. Details of potential providers of this additional insurance are available from the school on request.

The hirer agrees to pay the additional fee (included in a total charge) for public liability insurance arranged by the 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 illness 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 the premises. There is an excess payable by the hirer for each claim.

### **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 Academy for the cost of making good (as the Academy directs) any damage to the property of the School, or the Academy, caused by the Hirer, their staff, visitors or clients and the Hirer indemnifies the Academy for all damage and loss suffered by the Academy as a result of the hiring.

It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his purpose.

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.

### **School Security**

The School agrees to make arrangements for the Premises to be opened and locked after each Hire Period and the Hirer agree to notify the School or their authorised representative where any session is to start late or end early.

### **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 School opinion unsafe to be used by the Hirer;
- (c) where there are emergency circumstances which require the use by the School of the Premises.

### **Access and Car Parking**

The staff car park may be used by the Hirer if the Hire Period is outside of usual school business hours. The School / Trust accepts no responsibility for any loss or damage arising to or from vehicles parked in any of the Trusts Car Parks.

### **Nuisance**

The Hirer must not (and must ensure that any person entering the Premises during the Hire Period does not) cause any nuisance or disturbance to the School or neighbours.

### **Additions and Alterations**

The Hirer will make no alterations or additions to the Premises.

### **Assignment and Sub-hiring**

This 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.

### **Change of Contact Person**

The Hirer agrees to notify the School in advance if the contact person is to change and to provide the name of the new contact person. If the transfer of contact person does not correspond with a renewal of the *Hire Agreement*, the new contact person will be required to countersign the current Agreement to demonstrate they agree to these Terms and Conditions.

### **Ending the Agreement**

The Academy may end this Agreement by giving the Hirer one month's written notice to expire at any time or by immediate notice if the Hirer breaches this Agreement. The Hirer may end this Agreement at any time by giving one month's written notice to the Academy.

### **Use**

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

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.

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.

If the premises are suitable and to be used for a dance, concert or stage performance, the hirer must obtain any necessary licence(s), unless the establishment already holds an annual licence.

Leisure and Entertainment Licence: obtainable from the appropriate District Council

Liquor Licence: obtainable from the clerk to the local Magistrates' Court

### **Prohibitions**

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

Alcohol may not normally be consumed on the trust'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 the compliance with the licensing laws.

Smoking on the schools premises is prohibited; notices shall be displayed (by the hirer) at all meetings and activities open to the public (including FONM) specifically forbidding smoking on the premises.

No advertisements or publicity material promoting smoking shall be displayed on the schools 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. You must not use the schools/trusts name or logos in any promotional material without our prior written permission, nor does the school or trust endorse the user, or their reason for hiring the school/trust

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

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.

### **Exclusion of Tenancy**

The Licence granted under this Agreement is not intended to create the relationship of landlord and tenant and the Hirer shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this agreement ends.

### **Cancellation**

We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit or damage deposit).

This agreement can be terminated by either party on one month's notice in writing to the other, or immediately by the School/Trust on written notice to the hirer by reason of any breach of this agreement without reimbursement of payments.

**DECLARATION**

I have read and will ensure observance by persons using the premises of River Learning Trust (the Academy Trust which owns the site of the School), the Hire Terms and Conditions (copies enclosed to be retained by the Hirer). 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.

River Learning Trust holds public liability insurance to the value of £5 million and hirer’s liability insurance. For all low risk activities your hire fee includes this. However, it does not cover martial arts, firework displays, racing or fairground rides.

I have/have not arranged additional Public Liability Insurance cover for a minimum of £5m. I do/do not enclose a copy of the certificate of insurance.

Signed:.....Date:.....  
Position Held: .....

I approve this hire on behalf of River Learning Trust.

Signed:.....Date:.....

Position Held: .....

*One copy is to be retained by the School            One copy is to be returned to the hirer after approval*  
*One copy is to be sent to the Academy Finance Office (electronic)*

**The User undertakes to ensure that all staff or volunteers providing a service on behalf of the User will be made aware of the Oxfordshire Safeguarding Children's Board child protection procedures, the DFE guidance Keeping Children Safe in Education (2020) and the Oxfordshire Safeguarding Adults Board multi-agency adult protection procedures**

Specifically, the User will take responsibility for ensuring that all required safe recruitment checks are undertaken on any adult using the school premises. (This should include enhanced DBS checks on all those likely to have unsupervised contact with children and young people or adults with care and support needs and a requirement that any allegation about inappropriate behaviour from any adult, employed or volunteering for the User is referred to:

- the Designated Officer for the Local Authority (LADO) where the alleged victim is under 18 years of age.
- the Social and Healthcare Team and raised as a safeguarding alert where the alleged victim is an adult with care and support needs

Specifically the Hirer will:

- (a) ensure that all individuals engaged in connection with the Hirer are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- (b) monitor the level and validity of the checks under (a) for each individual engaged in connection with the Hirer;
- (c) immediately notify the Academy of any information that it reasonably requests to enable it to be satisfied that the obligations of (a) and (b) have been met;
- (d) ensure that, at all times, the Hirer has no reason to believe that any person who is or will be employed or engaged by the Hirer is barred from doing so in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time;
- (e) to refer information about any person engaged in connection with the Hirer to the DBS where it removes permission for such person to be engaged in connection with the use of the Academy's premises (or would have, if such person had not otherwise ceased to be engaged in connection with the Academy's premises) because, in its opinion, such person has harmed or poses a risk of harm to children; and
- (f) that it 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 Academy's premises or who may otherwise present a risk to children.

The Hirer accepts the responsibilities to safeguard and promote the welfare of all the children or young people for whom the Hirer provides a service. The Hirer accepts the requirement to follow the guidance and procedures outlined above and under 'Safeguarding and Child Protection' of the Hire Terms and Conditions and agree to provide a copy of its child protection policy.

I /we agree to provide a copy of our child protection policy on request of the governing body of the school. (Note where an organisation/individual does not hold a child protection policy, then they should confirm that they are aware of the OSCB procedures and agree to follow these).I/we confirm that all adults either employed or being used on a voluntary basis to provide services on behalf of [insert name of user organisation] have been through the appropriate safe recruitment checks and have received and will continue to receive appropriate safeguarding training as dictated by the Safeguarding Boards [ Insert name of the 'user' representative] of[insert name of the organisation] make this declaration to confirm that we agree to and accept the expectations of this agreement outlined. The user 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 confirms that all adults either employed or being used on a voluntary basis to provide services on behalf of the Hirer have been through the appropriate recruitment checks (identified in Safeguarding Children and Safe Recruitment Guidance DCSF publication 2011) and have received and will continue to receive on a three yearly cycle basic child protection training.

Signed..... (on behalf of the Hirer)      Date.....

(Please attach a copy of your organisation's child protection policy).



# New Marston Primary School

## HIRING NEW MARSTON PRIMARY SCHOOL PREMISES – BOOKING FORM

One copy to be retained by the establishment after approval  
 One copy to be returned to hirer after approval  
 One copy to be returned to the School Finance Office

Applications must be accompanied by the correct payment and should be made at least 21 days in advance to the Head of Establishment. Applicants are advised not to make any arrangements regarding their booking until they receive a confirmation copy of this application.

Establishment: New Marston Primary School, Copse Lane, Headington, Oxford, OX3 0AY	
<b>Name and Address of Hiring Organisation/Individual:</b>	
Tel No (Day): _____ Tel No (Eve): _____ Email: _____	
Type of Hirer: Community / National Charity / Local Charity / Business / Individual / Other	
<b>Event Name:</b> Type of Use: (eg Public Event/Club Meeting/Vocational Study/Personal Event) Age Range:	
<b>Days and Dates of Hire:</b> FROM (Date) _____ (Time) _____ TO (Date) _____ (Time) _____	<b>Number of Occasions:</b>

Facilities/Accommodation Required	FIXED RATE Per session	RATE PER Hour / Match	CHARGE
Total per week:			
Total per 4 weeks:			

Equipment Req'd: OHP/Screen/PC/Laptop/Television/Video/LCD Projector/Video/Flipchart/Other
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SUB TOTAL HIRE CHARGE	£	Please make cheques payable to New Marston Primary School and enclose with this application. VAT Receipts where applicable will be made available upon request.
INSURANCE CHARGE 15%	£	
VAT 20%	£	
<b>TOTAL CHARGE:</b>	£	

New Marston Primary School

LETTINGS FEE SCHEDULE

BUILDINGS		Rate per hour
	School Hall	£20
	Dining Hall	£15
	Rooms	£10
	Stage	£20
	Meeting Room	£10
	Kitchen (hirer cleans) refundable deposit of £50 required.	£20
	Kitchen (school cleans)	£15
	Sports Pitches	£10
	Hardstanding	£10
	Car Park (Back)	£20
CLEANING COSTS	Pre Agreed	£20
	Not Pre Agreed	£50
SITE MANAGEMENT (Where applicable)	Rate per hour	£15 (min 3 hours charge)
EQUIPMENT		Daily Rate per Item
	Refundable Deposit (exc. flipchart)	£100
	Multimedia Screen (Hall)	£100
	Overhead Projector	£75
	Projection Screen	£50
	Flipcharts (per pad)	£5
	Prowise Boards in the Classrooms	£10 per room, per day use