



## **William Westley C of E Primary School**

### **Schools Letting Agreement – Short Term Lets Only**

#### **1.0 CONDITIONS OF HIRE**

- 1.1 Applications for the hire of the hall, any of the listed hireable rooms in the building or outside areas must be made in writing using the attached form at Appendix 1 and submitted to the School Office.
- 1.2 The scale of charges and hours of letting are set out on the enclosed sheet at Appendix 2.
- 1.3 A deposit of £10.00 and is due **with the application** and the balance must be paid by the hire date. A returnable deposit of £50.00 to cover breakages or accidental damage is also due with the application. Payment is by cash or cheque only.
- 1.4 Applications may not be made earlier than 53 weeks before the date of the hiring and are taken in the order in which they are received.
- 1.5 Any person wishing to hire the School premises must be over 18 years of age.
- 1.6 In the event of a revision of the charges for the hire after the date of application and before a hiring is confirmed by the school the hirer shall pay the revised charges.
- 1.7 The governors have the absolute right to refuse any application for hire.

#### **2.0 CANCELLATIONS**

- 2.1 The hirer may cancel a booking upon giving fourteen days' notice in writing. If a hiring is cancelled within fourteen days of the date of the hiring, the hirer will pay to the school governors the balance of the charges that are due.
- 2.2 The school governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid by way of deposit but the governors shall not be under any liability to the hirer for any loss or damage they may sustain out of such a termination.

#### **3.0 FACILITIES AVAILABLE**

- 3.1 The capacity of the space available for hire at the school is as set out below.

Room	Capacity
New Building Room	50
Main Hall Seated	150
Main Hall	175
Library	15
Classroom	30

#### **4.0 LICENCES/LEGALITIES**

- 4.1 The conditions attached to the premises licence and the stage play licences shall be duly observed. A copy of such licences may be seen on application and the hirer shall be deemed to have had notice of all such conditions.
- 4.2 No excisable liquor shall be sold unless the relevant licence or permission required under the Licensing Act 2003 or any subsequent legislation has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.
- 4.3 The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
- 4.4 If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Gambling Act 2005 or any subsequent amending Act are fully observed and complied with.
- 4.5 The hirer shall be expected to comply with the regulations of the Performing Rights Society.
- 4.6 The premises are subject to the normal Sunday trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from the South Cambridgeshire District Council Offices.

#### **5.0 HIRER'S RESPONSIBILITIES**

- 5.1 No nail or fastening of any kind shall be driven or put into or onto any wall, partition, pillar or other fittings or furniture.
- 5.2 Electrical equipment must **not** be brought into the premises unless:  
(a) The arrangement has been approved in advance with the hirer, and

(b) The equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force.

The hirer is responsible for inspecting and certifying the safety of any non-electrical equipment brought on to premises by them or their invitees or their agents.

- 5.3 The hirer shall repay to the governors on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed.
- 5.4 The hirer shall not assign the benefit or burden of the hiring or sublet or share possession of the premises or any part thereof.
- 5.5 The hirer shall indemnify the school governors and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
- 5.6 The cloakrooms will be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.
- 5.7 The hirer shall arrange insurance to cover the terms of indemnity set out in clauses 5.3 and 5.5 above and produce for inspection written confirmation from the insurance company or broker concerned.
- 5.8 If no suitable insurance has been arranged by the hirer, the hirer may, on payment of an additional 12.5% of the facilities hire fee, affect this insurance through a policy arranged by the school governors. Where a nil hire fee is agreed a minimum premium of £1.25 per booking will apply. Please indicate clearly on the hire application form if this option is to be taken up. This policy carries an excess of £100 for each and every claim for damage to the premises or contents caused other than by fire or explosion.
- 5.9 All areas used are to be left in a clean and tidy condition at the end of the hire period. All rubbish must be disposed of by the hirer.
- 5.10 The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the school is prohibited.
- 5.11 If you run a club/group that involves children, you and your staff/helpers must have had the necessary checks carried out by the Criminal Records Bureau. Please confirm with the School Office at time of application for hire that these are in place and are kept up to date.

- 5.12 All functions held on the school premises must end by 11.45 pm on the day of hiring. The attention of the hirer is drawn to County/District Council By-Laws relating to excessive noise and public nuisance.

## **6.0 PROVISION OF STEWARDS**

- 6.1 The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:

- The orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency.
- The safety of the premises and the preservation of good order and decency therein.
- Ensuring that all doors giving exiting from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.

- 6.2 For discos, the following will apply:

- All stewards must be clearly identified by a badge showing the word 'Steward'.
- All stewards (be they employed or volunteers) must be instructed in their duties by the hirers and not by any agent of the hirers.
- Stewards must be provided by the hirers at all times during the period of the booking.
- There must be no admission after 10:00 pm.
- People known to have caused any problems inside or outside on any previous occasion or are clearly the worse for drink must be refused admission.

Advertisements should include the words "The Organisers have the right to refuse admission".

- At no time must bottles and/or glasses be left lying about in any part of the premises.

## **7.0 EMERGENCY CONTACT DETAILS**

- 7.1 In the event of emergency during the period of hire, the hirer should contact:

The Caretaker –Mr Andy Floate on 0787 1093974

## **8.0 HEALTH AND SAFETY**

- 8.1 Smoking is **NOT** permitted on the school premises or grounds.
- 8.2 Users of premises are reminded of their responsibilities under the Health and Safety at Work Act 1974.
- 8.3 No persons shall intentionally interfere with or misuse anything provided in the interests of health safety or welfare in line with the relevant statutory provisions.
- 8.4 Hirers should have their own First Aid Supplies and/or know location of First Aid box (es). First Aid provided and **ALL** accidents, no matter how insignificant, must be recorded in the accident book situated in the entrance hall.
- 8.5 Hirers should have access to a mobile phone.

## **9.0 FIRE INSTRUCTIONS**

- 9.1 In case of a fire the hirer will adhere to the fire instructions displayed in the entrance hall to the School premises.

## **10.0 VEHICLE PARKING/RESTRICTIONS**

- 10.1 Parking of vehicles must be restricted to the designated car parking area as stipulated by the school. Parking on grassed areas is strictly prohibited. The parking of vehicles at the rear of the premises is prohibited except for those belonging to or used by the caterer or performers/entertainers.
- 10.2 Free access must be allowed for the entry and exit of an emergency vehicle. Please exercise due care and attention when entering and leaving the premises, and be considerate to neighbours as far as parking and noise is concerned.
- 10.3 The speed limit for vehicles within the school grounds is 5mph.
- 10.4 The Governors reserve the right to restrict vehicle movements.

## **11.0 GENERAL**

- 11.1 The governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.
- 11.2 The governors may, by prior arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning but in any event the premises must be clear of all property by 9:00 am on the date after a hiring. The governors do not undertake safe custody of property remaining on the premises. Any property is left at the hirer's risk and the governors will accept no liability for loss or damage to such property.

- 11.3 The hirer must not do in or near the premises any act or thing which may cause the County Council or the school or the school governors to incur or become liable to pay any penalty, damages, compensation costs, charges or expenses.
- 11.4 The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law or by any byelaws applicable to the hirer's use of the premises.

**12.0 SCALE OF FEES AND CHARGES**

- 12.1 These are shown in Appendix 2.
- 12.2 Charges will be reviewed with effect from 1 September each year.