



St Mary's C of E (VA) Primary School

To be a caring, inclusive, Christian environment, nurturing a life-long love of learning where we can work together to learn, to grow, to serve. We are proud to support the whole community and by collaborating will enable all children and adults within it to live fully whilst 'shining brighter and brighter' Proverbs 4:18.

St Mary's is an inclusive school where we believe that all people are of equal value, irrespective of their ethnicity, culture, religion, gender, ability or sexual identity. We recognise and respect their differences.

Lettings Policy

This policy is GDPR compliant.

Date of issue: October 2020

Last reviewed/adopted: June 2023 (Resources Committee)

Next review date: Summer 2024

Signed: _____

Date: _____



APPLICATION TO HIRE ACCOMMODATION AND/OR SERVICES (LT01)

NOTE:

- (1) Submit applications to the Headteacher at least 14 days in advance of hiring.
- (2) Use a separate form for each date unless the accommodation required is the same.
- (3) Please complete form in BLOCK LETTERS.

SCHOOL: _____ SCHOOL NO. _____

FULL NAME OF ORGANISATION: _____

NATURE OF FUNCTION: _____

DATE(S) REQUIRED _____

SEATING REQUIRED FOR: _____ (See Condition No.5 of TERMS AND CONDITIONS BOOKLET – LT02)

	Tick If Req'd	Preparation Time		Function Time		Clearing Time		For Office Use	
		FROM	TO	FROM	TO	FROM	TO	£ CHARGE	VAT
Accommodation									
Hall									
Committee Room									
Lecture Theatre									
Classroom(s)									
Dining Room/Refectory									
Kitchen/Pantry									
- beverages/washing up									
- meals									
Gymnasium									
Sports Hall									
Changing Room/Shower									
Tennis Courts									
Playground									
Playing Fields									
Swimming Pool									
SERVICES									
Stage Lighting									
Amplifying Equipment									
Piano									
Other Equipment if available									

* PUBLIC LIABILITY INSURANCE

The Hirer is required to hold Public Liability Insurance, and to let the school have a copy of the cover notice prior to the hiring. If this is not produced, then the school will arrange cover in advance of the hiring and a charge will be made.

No hiring should take place without this insurance cover arranged either by the Hirer or through the school.

CHARGE PER OCCASION

*HIRER INSURANCE FEE

TOTAL VAT

TOTAL CHARGE

DEPOSIT REQUIRED

N.B. if any of the above services are to be used, the Head must be satisfied that a competent operator and/or electrician is in charge before such use commences. An extra charge is made for these services.

I have read the Terms and Conditions booklet, which I accept on behalf of the organisation named above. I wish to apply for the use of the accommodation and/or service specified above and any special conditions required. I agree to pay the charge according to the scale in force at the date of hire, payable 10 days prior to the event taking place. I am over 18 years of age.

SIGNED (ORGANISER) _____ NAME _____

ADDRESS _____

DATE _____ CONTACT TELEPHONE NO. _____

NAME AND ADDRESS OF PERSON TO WHOM ACCOUNT SHOULD BE SENT IF DIFFERENT TO ABOVE:-

FOR OFFICE USE	
AUTHORISATION OF HIRE signed _____	DATE _____
DATE RENDERED _____	A/C No. _____

**Terms and Conditions
under which
Accommodation and Services
can be Provided (LT02)**

(Referred to in the Application To Hire Form – LT01)



Hirer's Checklist

Contact the school for clarification on any of the points made below.

- Thoroughly read the Terms and Conditions of Hire booklet **LT02**
- Sign the Application to Hire form **LT01** confirming your full compliance with the terms and conditions of hire in **LT02**, and return form **LT01** to the school
- **You will have to provide evidence of your own Public Liability Cover as a condition of Hire. This should be for a minimum limit of indemnity of £5 million.**
- If this is for a “one off” non-commercial hire you may be able to be covered by the school's hirers public liability policy
- If alcoholic drinks are being provided you must:
 - inform the school at the time of booking
 - obtain a Temporary Event Notice (“TEN”) from your local council, normally no later than ten working days prior to the proposed event and fulfil the relevant conditions to ensure the TEN is valid
 - ensure no alcohol is supplied to persons under 18
 - ensure no one is admitted to the function after 10:00 pm

nb. Licensees are responsible for running the bar and its conduct

- If the nature of the function for which the premises are used is the public performance of a play, music or dancing, steps must be taken by the Hirer before the presentation to secure the appropriate licence. It is the responsibility of the Hirer to ensure compliance with all the requirements of the law referring to copyright (including returns to the Performing Rights Society).
- If you are using kitchen facilities discuss your catering requirements with Head of Kitchen prior to the hiring.
- If you are hiring a swimming pool ensure that you have read and can abide by the guidelines outlined in Hertfordshire County Council's “Safe Practice in School Swimming” as well as the Health and Safety Executive's publication ‘Health & Safety in Swimming Pools’, a copy of which should be available to download on the HSE website.
- Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department 01707 292429 or Hertfordshire.gov.uk for further details)

Maximum Capacity for school functions

- The school will advise on the maximum capacity for the function having carried out the capacity calculation following Hertfordshire County Council's guidance (“Fire Capacity Calculation”)
- advice will be given on the number/siting of exits, evacuation speed and occupancy figures.
- Advice on capacity calculations are also available in the Education Health and Safety Manual on Hertfordshire Grid for Learning or by referring to Department for Education's “Fire Safety Risk Assessment: Educational Premises”

1. CARE OF THE PREMISES

- 1.1 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.

- 1.2 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note OR policy in advance of the hiring, unless they are entitled to purchase cover through the school's Hirers Liability Insurance policy (see section 18)
- 1.3 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 is caused for other persons wishing to use the building.
- 1.4 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. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- 1.5 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.
- 1.6 The Caretaker on duty, 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. 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.

3. PAYMENT

- 3.1 When the booking is made, the Hirer shall pay 10% of the hire charge by way of a deposit. This will not be returned in the event of a cancellation by the Hirer.
- 3.2 Payment of the balance of the full amount of the charge for the use of the accommodation and services shall be made not later than ten working days before the date on which the accommodation and services are to be used by the Hirer.
- 3.3 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.
- 3.4 The School/Governors will accept no liability whatsoever for any loss on your part if a booking is terminated for any reason beyond its control.

4. INSTALLATIONS AND USE OF PREMISES

- 4.1 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.
- 4.2 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.

- 4.3 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. Hirers are responsible for ensuring their attendees do not attempt to access other areas of the site.
- 4.4 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 4.5 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 Caretaker 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.
- 4.6 Hirers are responsible for the disposal of rubbish generated during the period of hire.
- 4.7 Smoking anywhere in the school and its grounds is not permitted.
- 4.8 No application will be granted for any purpose, which may jeopardise the insurance of the school.

5 Health and Safety

- 5.1 The hirer is responsible for complying with relevant health and safety legislation including any specific regulations relating to their event/activity.
- 5.2 The school's risk assessment will be provided to hirers. Additionally, hirers are required to complete their own risk assessment and to send this to the school prior to the booking being confirmed, and to comply with any further actions identified therein
- 5.3 The Hirer will be responsible for supervising all those persons who are participating in the activity, and must have adequate emergency procedures in place (eg mobile phones, first aid facilities etc), and keep a list of attendees. Hirers should familiarise themselves with the Fire Exit location(s) and meeting point(s). If there are disabled room users, then prior to the commencement of room usage, they should ascertain a means of escape available to them in the event of a fire or emergency.
- 5.4 In the event of an evacuation of the site the assembly point is [insert details]. All hirers have been provided with a site induction and instructions on emergency procedures. Hirers are responsible for ensuring their participants are aware of the assembly point and *maintain social distancing* following an evacuation.

6 MAXIMUM ATTENDANCE

- 6.1 The number of chairs suitable for adults in Primary schools is usually less than the maximum capacity of the hall. Subject to 5.1 additional chairs may be brought in by the Hirer at his/her own expense. The Headteacher should be consulted about times of delivery and removal.

7 USAGE OF SCHOOL PREMISES ON SUNDAYS OR BANK HOLIDAYS

No application for the use of the premises shall be granted for Sundays or Bank Holidays, except with the consent of the Chairman of the Governing Body. Where consent is given, the use of the school premises end at 10:00 pm. An extension of this may be approved in special circumstances and prior notice should be given.

8 TERMINATION

- 8.1 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.
- 8.2 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.
- 8.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 8.4 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.
- 8.5 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.

9 CHANGES IN CHARGES

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 and 10% initial payment, 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.

10 FAILURE TO USE ACCOMMODATION

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

11 USE AND TIMES

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 and ensuring the appropriate licences

13. PUBLIC PERFORMANCES etc

- 13.1 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. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.
- 13.2 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice (see 5.1 above).

14. SWIMMING POOL AND GYMNASIUM

- 14.1 Hiring swimming pool, gymnasium, 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.
- 14.2 When hiring the swimming pool the school will need to provide the hirer with the swimming pools Normal Operating Procedure (NOP), Emergency Action Procedures (EAP) and personalised Conditions of Hire and Application for Hire documentation based on the templates available in Hertfordshire County Council's 'Safe Practice in School Swimming', in order to determine the appropriate rescue arrangements for the session, competence requirements of instructors/lifeguards, maximum bather loads and safe working procedures, etc
- 14.3 Guidance on 'Managing Health and Safety in Swimming Pools – HSG179' which will be supplied by the school or can be downloaded free of charge from the HSE (<http://www.hse.gov.uk/pubns/books/hsg179.htm>).

15 ALCOHOLIC DRINKS

- 15.1 If alcoholic drinks are to be served at a function:
- 15.2 The Hirer must inform the school of this at the time of booking the accommodation.
- 15.3 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 15.4 No person may be admitted after 10:00 pm.
- 15.5 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- 15.6 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.

- 15.7 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

16 USE OF KITCHEN FOR THE PREPARATION OF MEALS

- 16.1 It is advisable for the Hirer to discuss their catering requirements directly with the Head of Kitchen before the letting.

17 OUTSIDE EQUIPMENT

- 17.1 The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.

18 Equalities and Diversity

- 18.1 The school is committed to ensuring Equality and Diversity. Accepting this booking means that you will agree to these terms and conditions and be responsible for ensuring that everyone using these premises at your event is aware of this responsibility. This includes all key protected equality strands.

19. School hirers public liability insurance (applies to schools that are insured via the County Council and have opted to take this cover).

- 19.1 This is available for a small additional charge that can be confirmed at the time of booking. It is only suitable for one off personal hires.
- 19.2 The cover available is for a limit of indemnity of £5 million any one occurrence and the hirer will be responsible for the policy excess of £500 each and every claim.
- 19.3 The insurance does not cover any claim for personal injury or damage arising from the use of the school:
- i. for meetings organised by political parties
 - ii. for commercial or business use
- 19.4 Any accident or incident that may give rise to a claim under this insurance should be reported to the school office as soon as possible and no later than 48 hours after the hirer becomes aware. The school will then notify the council's insurance section.

20 Key Holders

- 20.1 key holders need to be limited to long term hires to reduce the risk of theft and or arson occurring in the school, if theft and or arson occurs without forcible entry or exit the school would not be insured for the damage or loss.
- 20.2 If the hirer is a long term hirer, a signed agreement would need to be in place detailing who the key holders are, the key holder's responsibilities, the importance of locking up correctly, their responsibilities for returning the keys if they leave and a contact number will need to be provided of a member of the senior management team for them to call if necessary.
- 20.3 If the hirer is a one off hirer and not a long term hirer they **should not** be a key holder.

20.4 Guidelines for Key holders:

- Keys holders should be kept to a minimum where possible.
- Ensure keys are returned when a hirer leaves.
- Hirers of the school need to be let in by a school staff member (site manager) if they are a one off hirer.
- The school then needs to be locked up by a staff member at the end of the hiring if they are a one off hirer.
- A staff member does not need to be on site for the duration of the hiring.
- Rooms with valuable items in, such as IT Suites need to be locked or secured wherever possible. If an item was stolen i.e. a laptop without forcible entry or exit there would be no cover in place for this item.
- Where possible restricted access should be given.
- If possible where the hirer is unknown or it's a hiring where the numbers vary a head count should be undertaken in and out.
- It is recommended that key holders should be 18 years of age.