

<b>Letting Policy</b>		
<b>Committee</b>	<b>Adopted</b>	<b>Date for Review</b>
Resources	May 2016	Annually – Jan 2017

## **Schools Letting Agreement**

### **1 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 in writing on the enclosed form. Appendix 1, 2 or 3.
- 1.2 The scale of charges & hours of letting are set out on the enclosed sheet. Appendix 4.
- 1.3 For one-off bookings, a deposit of 25% of the total charges payable is due with the application and the balance must be paid within 7 days of the hire date. Where the application is for frequent users, an invoice will be issued on the first date of hire and payable within 30 days.
- 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 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 governors the hirer shall pay the revised charges.
- 1.6 The Governors have the absolute right to refuse any application for hire, particularly where safeguarding may be compromised.

### **2 CANCELLATIONS**

- 2.1 The hirer may cancel a booking upon giving fourteen days' notice in writing.
- 2.2 If the building or the room hired is not re-let on the date or dates in question the deposit may be forfeited.
- 2.3 If a hiring is cancelled within fourteen days of the date of the hiring, the hirer will pay the balance of the charges that are due.
- 2.4 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 FACILITIES AVAILABLE**

- 3.1 The capacity of the hall and rooms is as set out below.

Room	Capacity
Hall	Up to 200 (depending on layout – please ask if advice needed)
Classrooms	32 (seated)
Library	32 (seated)
ICT Suite	25
Meeting Room	20 (seated)

3.2 The school grounds are available for hire as follows:

Area	Capacity
Field	3 x Junior Pitches
Rear Playground	X2 x Netball courts
Front Playground	
Carpark	25 vehicles (but see 10.3 below)

3.3 The main school kitchen is not available for hire, however some equipment can be made available upon arrangement. Use of other school equipment may incur an additional cost.

#### **4 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 District Council Offices.

#### **5 HIRER'S RESPONSIBILITIES**

- 5.1 No nail or fastening of any kind shall be driven or put into or on to 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 as a result of the negligence of the hirer or their invitees, servants or agents during the period of hire.

- 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, effect 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 function. Any large amounts of rubbish should be removed from the site and not put into school waste area. Should the school incur the cost of removing rubbish to accommodate our own waste, or require additional cleaning to be done, a charge will be invoiced to 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. When the premises are hired for the purposes of auction sales, horticultural shows or other events of a like nature the hirer must protect the flooring with a suitable covering.
- 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 Disclosure and Barring Service.
- 5.12 All functions held on the school premises must end in time for the premises to be vacated by midnight 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 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 egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.

## **7 EMERGENCY CONTACT DETAILS**

- 7.1 In the event of emergency during the period of hire, the hirer should contact:  
The Caretaker - Gary Bidwell on 07931 507686  
The Business Manager – Wendy Whistler on 07989 585202

## **8 HEALTH AND SAFETY**

- 8.1 No smoking is 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.  
First Aid provided and ALL accidents, no matter how insignificant, must be recorded in the accident book situated in the disabled toilet.
- 8.5 Hirers should have access to a mobile phone in the case of an emergency.

## **9 FIRE INSTRUCTIONS**

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

## **10 VEHICLE PARKING/RESTRICTIONS**

- 10.1 Parking of vehicles must be restricted to the designated parking area(s) as stipulated from time to time by the school. 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 The speed limit for vehicles within the school grounds is 5mph.
- 10.3 The Governors reserve the right to restrict vehicle movements/parking on grassed areas if weather conditions are likely to cause damage to the surface.

## **11 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 school 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 10:00am on the date after a hiring by arrangement with the Caretaker (8.30am on a school day). The governors do not undertake safe custody of property remaining on the premises.
- 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 SCALE OF FEES AND CHARGES**

- 12.1 These are shown in Appendix 4.
- 12.2 Revisions of charges will be made with effect from 1<sup>st</sup> January each year.