



# School 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 I or II (grounds hire only)
- 1.2 The scale of charges & hours of letting are set out on the enclosed sheet. Appendix 3. Normally, non-profit-making activities run for the direct benefit of children at the school (such as after-school clubs) will not be charged for use of school rooms, but applicants for such use will be responsible for conforming to the conditions of use below as for all other hirers.
- 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.
- 1.7 Disclosure and Baring Checks – If you run a club/group that involves children you must have had the necessary police checks carried out by the Criminal Records Bureau. The school will require completion of our Safeguarding Guidance for Commissioned Extended School Provision and Lettings, Appendix 4.

## **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 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 Performances with seating	Up to 200 (depending on layout – please ask)
Dinning & Dinner dances - Main Hall	11 tables of 8 (a maximum occupancy of 106)
Dances - where the only seating provided is around the walls of the main hall	300

3.2 The school grounds are available for hire as follows:

Area	Capacity
Field	1 x Junior Pitch
Playground	1 x Netball Court
Carpark	12 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:
- The arrangement has been approved in advance with the hirer, and
  - 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 Any individuals or private groups wishing to use the school facilities on a one-off basis will be asked to complete a contract and pay in full at the time of booking.
- 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.
- 6.2 For discos, the following will apply:
- All stewards must be clearly identified.
  - 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 for those options numbered (I) to (IV) below:
    - I. The front door
    - II. The hall emergency doors
    - III. Ensuring glasses are collected and returned to the bar at regular intervals and the end of the hiring
    - IV. Supervising toilets

- There must be no admission after 10:00pm and no re-admission at any time during the course of the booking. If a person leaves the premises after admission he/she must not be allowed in again that evening.
- 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 "No admission after 10:00pm. No re-admission at any time. 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 EMERGENCY CONTACT DETAILS**

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

The Caretaker – Jason Truman 07860 577073

The Finance Administrator – Sophie Cox on 07704 132870

## **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 / know the location of First Aid boxes.

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 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 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 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 3.

12.2 Revisions of charges will be made with effect from 1<sup>st</sup> January each year.

## HIRE OF SCHOOL PREMISES - BOOKING APPLICATION FORM

### PRIVATE AND OTHER TYPES OF HIRE

<b>Name of Hirer:</b>		<b>Tel No:</b>	
<b>Organisation:</b>		<b>Email:</b>	
<b>Rooms required: (please tick)</b>	<b>Hall</b>	<b>Meeting Room</b>	
	<b>Other</b> (please state)	<b>Term : Autumn/Spring/Summer</b> (Please delete as appropriate). <b>Please supply full list of dates overleaf.</b>	
<b>Hours of Hire</b> (including setting up and clearing away)	<b>From:</b>	<b>To:</b>	
<b>If any of the following are required, please indicate:</b>	<b>Tables</b> (how many): <b>Chairs</b> (how many):	<b>Staging:</b> <b>Other</b> (please state):	
<b>Nature of function:</b>			
<b>Approximate number attending:</b> (NB: See conditions of hire for limits on numbers):			
<b>Name and Address to whom invoice should be sent:</b>			

**Insurance** (Please read note 5.7/5.8 of the conditions of hire):

I have arranged my own insurance cover, the policy number of which is as follows:

..... with .....(name of company)

(A certificate of insurance must be provided to the school secretary).

I wish the school to arrange insurance cover and add 12.5% (plus 6% government insurance tax on premium) to the total account.

**YES/NO**

**I certify** that I am not less than 18 years of age, and I have read the agree to be bound by the conditions of hire relating to the letting of the school for the time being in force, that I accept responsibility for observance of the regulations, and agree to pay on demand the letting charge.

**I hereby** indemnify the Governing Body and Local Authority against all claims in respect of injury, loss or damage (including damage to the school premises) arising from this letting. In requiring this undertaking the Local Authority and Governing Body do not seek to absolve themselves or any employees from the liability as owner/occupiers of the premises.

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

[illegible]



## HIRE OF OUTDOOR FACILITIES - BOOKING APPLICATION FORM

*Please note : A classroom and toilet facilities are included in this booking.*

*Should further facilities be required, a separate booking form will need to be completed.*

<b>Name of Hirer:</b>		<b>Tel No:</b>
<b>Organisation:</b>		<b>Email:</b>
<b>Areas required: (please tick)</b>	<b>Field</b>	<b>Playground</b>
<b>Hours of Hire</b> (including setting up and clearing away)	<b>From:</b>	<b>To:</b>
<b>Date of Proposed Hire:</b>	<b>From:</b>	<b>To:</b>
<b>Nature of function:</b>		
<b>Name, Address and Email to whom invoice should be sent:</b>		
<p><b>Insurance</b> <i>(Please read note 5.7/5.8 of the conditions of hire):</i></p> <p>I have arranged my own insurance cover, the policy number of which is as follows:</p> <p>..... with .....<i>(name of company)</i></p> <p><i>(A copy certificate of insurance must be provided to the school secretary).</i></p> <p>I wish the school to arrange insurance cover and add 12.5% (plus 6% government insurance tax on premium) to the total account.</p> <p style="text-align: right;"><b>YES/NO</b></p>		
<p><b>I certify</b> that I am not less than 18 years of age, and I have read the agree to be bound by the conditions of hire relating to the letting of the school for the time being in force, that I accept responsibility for observance of the regulations, and agree to pay on demand the letting charge.</p> <p><b>I hereby</b> indemnify the Governing Body and Local Authority against all claims in respect of injury, loss or damage (including damage to the school premises) arising from this letting. In requiring this undertaking the Local Authority and Governing Body does not seek to absolve themselves or any employees from the liability as owner/occupiers of the premises.</p> <p style="text-align: right;"><b>* See Conditions of Hire - Paragraph 10.3</b></p>		
<p><b>Signed:</b> ..... <b>Date:</b>.....</p>		

## LETTING CHARGES

### PROFIT MAKING/CHARGING REGULAR ACTIVITIES OR GROUPS AFFILIATED TO THE SCHOOL

Room	Before 6pm	After 6pm
Outside Areas	£7.50 per session hire	£7.50 per hour (or part) *
Hall	£7.50 per session hire	£10 per hour (or part)*

Regular use means weekly or monthly

For non-profit making groups a reduction to these charges is applied

-----

### PRIVATE AND OTHER TYPES OF HIRE

Field	£7 per hour (or part)*
Hall	£10 per hour (or part)*

A deposit of 25% of the total charges is required at the time of application.

**All lettings will incur an £10 fixed charge to cover the costs of the Caretaker/Key Holder.**

**All lettings are subject to the designated key holder being available at time of booking.**

Full payment is required within 14 days from date of invoice.

\* To include time for setting up and clearing away.

## **Hauxton Primary School Safeguarding Guidance for Commissioned Extended School Provision and Lettings**

### **Rationale and Requirements**

Section 11 of the Children Act 2004 places duties on a range of organisations and individuals to ensure their functions, and any other services that they contract out to others, are discharged having regard to the need to safeguard and promote the welfare of children. (Chapter 2 - Working Together 2016)

In relation to extended school provision and lettings, these include:-

- A clear line of accountability for the commissioning and /or provision of services designed to safeguard and promote the welfare of children
- A designated professional lead for safeguarding
- Safe recruitment practices for individuals whom the organisation will permit to work regularly with children
- Clear policies, in line with those from the LSCB for dealing with allegations against people who work with children.

### **Procedures to Support Schools in Meeting the Requirements**

Where extended school provision is offered directly under the supervision or management of school staff, for example an after school sports club led by a member of school staff, the school's safeguarding arrangements will apply.

Where services or activities are provided separately by another body, the Governing Body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate.

The Headteacher and Governors at Hauxton Primary School must be certain that arrangements in place with extended school providers and contractors to make sure that anyone who will be coming onto school site and working with children has been subject to the appropriate level of DBS check and safer recruitment processes.

The attached forms have been designed to ensure that all reasonable precautions have been taken to safeguard children and young people. Where the form requires a judgement about whether an organisation's child protection policy covers at least the minimum requirements, a short checklist has been provided. It is recommended that where an organisation does not have a policy, or where their policy is inadequate the Local Safeguarding Children Board model child protection policy be adopted, with changes if and where appropriate to reflect the specific organisation.

We will only agree to lettings or commissioned provision when we are satisfied that organisations meet the safeguarding requirements and will make it clear that should organisations fail to maintain the safeguarding requirements, agreements will be terminated.

**Forms should be checked and signed off by the Headteacher or Deputy Headteacher who have attended LSCB multi-agency child protection training.**

Where children are present during a letting or commissioned extended provision, organisations will be required to notify schools of changes in:

- Ofsted registration;
- adults regularly present, as relevant.

Any changes will need to meet the same safeguarding criteria applied for the original application. Notification should be in writing and attached to the original application checklist, having been approved by the Headteacher or Designated Member of Staff.

Where there are long-term arrangements in place with organisations, it is good practice to complete a new set of forms annually, or if there have been minor or no changes since the original application to amend, re-sign and re-date the original forms.

### **Monitoring**

As part of the safeguarding monitoring visits, governors can request an external audit of the provision. The following information is required :-

- A complete list of all lettings for the last 12 months
- A complete list of commissioned extended school activities for the last 12 months
- Evidence to demonstrate that the school, and the relevant organisation involved for each letting or extended school activity, have appropriate safeguarding procedures in place.
- Acknowledgment that the organisation is working within the Cambridgeshire Child Protection Procedures
- A statement of how the organisation will seek to keep children and young people safe
- States the process for dealing with allegations against a member of the organisation
- Details how training will be accessed and frequency of training

Where children are involved:

- The organisation has an appropriate child protection policy
- The school has a list of the names and addresses of adults regularly attending
- Adults regularly attending have been DBS checked
- Adults regularly attending have received at least basic child protection training
- Where relevant, the organisation has Ofsted registration, and
- Where there is an adults only letting during school hours, or where adults are present that have not been DBS checked, that the room/area being let is physically segregated from pupils.

### **Extended Schools Checklist for Minimum Requirements of Child Protection Policy**

Please insert date when the following statements have been evidenced.

The provision: .....

Acknowledges that the organisation should be working in line with the Local Safeguarding Children's Board guidance

States that the organisation will seek to keep children and young people safe

Identifies how to make a referral, who to contact both daytime and out of hours

.....  
 .....

States the process for dealing with allegations against a member of the organisation

.....  
 .....

Details how safeguarding training will be accessed and the frequency of training

.....  
 .....

Acknowledges that all staff and/or volunteers (over 18yrs) regularly attending are DBS checked, and that references have to be sought, before the member of staff/volunteer can work with children and young people

Only when all statements have been positively evidenced within the policy can it be signed off.

(Provision representative) ..... (date) .....

(Hauxton Primary School)..... (date).....