Lettings Policy

1. Introduction

1.1 The Trust recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes and the opportunity to enable others to benefit. However, the overriding aim of the Trust is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

1.2 The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge to be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

1.3 Use of the school premises by the school or on behalf of the school (e.g. Parent Teacher Associations) are not subject to the charging elements of this policy.

1.4 A copy of the Schools Letting Agreement will be included in the Schools Letting Application Form to the Hirer when the initial enquiry is made, (see appendix 2) Once this letting is accepted the Hirer will be sent the full Terms & Conditions for the Hiring of School Premises, (see appendix 3)

1.5 All staff and volunteers working with children are made aware of the different risks and safeguarding issues that can exist within out-of-school-settings and how to deal with them. Relevant literature is sent out to all staff at least annually or when there is a change to legislation or policy.

2. Categories of Lettings

2.1 The use of the school premises is divided into the following categories:

i. Community and Leisure Learning (e.g. adult education, local music group, use by Scout Groups & other facilities of benefit to the local community)
ii. Private (e.g. individuals who wish to hire the premises for a family event or community activity/meeting.
iii. Commercial, (e.g. local branch of weight watchers)

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Single lettings are those where an individual or organisation wishes to hire facilities for a one off basis these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting are those that run for a number of weeks or terms.

The Trust reserves the right to disapprove without reason any request made to hire of the school premises.

Use of the premises for activities such as staff meetings, parents' meeting, Locality Committee meetings and extra-curricular activities of pupils supervised by school staff, fall within the

corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Safeguarding & DBS

3.1 Consortium Trust Schools are committed to safeguarding and promoting the welfare of children and young people. The school should ensure that appropriate arrangements are in place to keep children safe. The Trust should therefore seek assurance that the hirer concerned has appropriate safeguarding and children protection policies and procedures in place, explaining how the provider will protect the children in their care, (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school on these matters where appropriate. The Trust should also ensure safeguarding requirements are included in any hire agreement, as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the hiring agreement.

3.2 Providers have a duty of care toward the children who attend. This means that by law they must take reasonable steps to ensure the safety of the children and protect them from harm. It is the responsibility of any third party provider (i.e. the hirer,) as the employer, to carry out DBS and other checks on its staff (i.e. verification of identity, references, right to work). The school should ask for written confirmation of DBS checks if there is a possibility of unaccompanied staff coming into contact with pupils at the school.

3.3 If more than one child attends the setting, it is good practice to create a register of attendance. This will be of benefit in an emergency such as a fire, or if a child goes missing. If the hirer discovers that a child is missing and is not a DSL, the DSL or senior staff member should be contacted. If the missing child is 5 years old or under, contact the police immediately.

3.4 When enrolling children in your activity, it is good practice for providers to have a parental consent form for each child. Hirers should also consider:

- Getting more than one emergency contact number per child as well as the parents' full name and the child's home address
- Ensuring that they are aware of any health conditions or medical requirements
- Ensuring that they are aware of any additional needs
- Maintaining accurate contact details

3.5 If hirers' wish to take photographs of the children attending their activity, they should:

- Get parental consent
- Explain to parents and carers how the images will be used, where they will be used and how long they will be retained for
- Explain the actions that will be taken to keep children safe.

4. Availability of Premises

4.1 Designated areas within the school are available for hire unless required by the school.

5. Charges

5.1 The Trust reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in this policy, (see no. 13)

6. VAT

6.1 The Trust is unregistered for VAT and therefore is not charged on lettings.

7. Management & Administration of Lettings

7.1 The Academy Head teacher is responsible for the management of lettings, in accordance with the Letting's Policy. Where appropriate, the LGB may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

7.2 If the Academy Head has a concern about whether a particular request for a letting is appropriate or not, they will consult with the Trust.

The Administrative Process

a) A Schools Letting Application Form, available from the School, should be completed & submitted to the Academy Head at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered to the Hirer. The Hirer will be required to return the completed application form before the booking can be accepted. The Trust has the right to refuse an application, and no letting should be regarded as 'booked' until approval is giving in writing.

b) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Trust reserves the right to

- Refuse applications without giving a reason
- Have a presentative present at any function
- Terminate any activity not properly conducted

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

c) Once a letting has been approved, confirmation will be sent to the Hirer. The Hirer will be sent the Terms & conditions for the hiring of School Premises & Agreement Form, (Appendix 3)

d)

The letting should not take place until this form is signed by the Hirer and has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance to the School's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

e) Letting fees are reviewed annually by the Trust. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

An annual report on lettings will be made to the governing body and will include information on users, finances, incidents and accidents, enquires and any lettings refused.

Condition of Use

8. Security of the Premises

Entrance to the school will be via the Main Entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time

they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

9 Use of Facilities

9.1 The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, interactive whiteboards, ICT equipment, audio equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.

9.2 The Hirer will be responsible for making good any damage to the premises and property.

9.3 Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment.

9.4 In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

9.5 All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

9.6 The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and **must complete their own risk assessments**, a copy of which must be held by the school.

9.7 Users should acquaint themselves with the Fire and Safety regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure. A fire safety management plan should form part of the user's Health and Safety Policy.

9.8 Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

9.9 The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

9.10 A toilet is available.

9.11 The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition. The School reserves the right to have a representative present at any function/hiring. To inspect the proceedings at any time and to put a stop of any entertainment or meeting that is considered not to be properly conducted or liable to cause offence.

9.12 The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

9.13 The school reserves the right to levy an additional charge to cover:

a. any additional cleaning that may be required after an event
b. the cost of repair of damage to the school fabric or equipment
c. the cost of replacement of any items of school equipment if uneconomical to repair

9.14 For security reasons, the Hirer will not have access to the school telephone. Hirers should be urged to consider acquiring a mobile telephone for use in an emergency.

9.15 Express approval by the Trust is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

9.16 Smoking is not permitted anywhere in the school building or grounds.

9.17 Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

9.18 No combustible materials are to be used within the school, except with the express approval of Trust.

i) In the event of an incident, fire or near miss

The school must ensure that the Trust Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken.

A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant.

Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

i) In the event of a fire

The Hirer will call the Fire Service (if school staff are not present and supporting the activity)

All users will evacuate the building via the nearest fire exit and muster at the designated point.

Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.

Fires must be reported using the Trust's Incident Report form.

9.19 When considering Health and Safety in the setting, hirers must comply with the following legal requirements where they apply:

- Health and Safety at Work Act 1974
- The Regulatory Reform (Fire Safety) Order 2005
- Occupiers' Liability Act 1957

- Employers' Liability (Compulsory Insurance) Act 1969
- Food Safety Act 1990
- GDPR 2018 and Data Protection Act 2018

9.20 Hirers' should have a clear policy to deal effectively with complaints

10. Licences

10.1 There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and The Trust against any action brought about by failure to obtain the necessary licence(s).

The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

11. Insurance

11.1 The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

i) The Hirer shall indemnify the Trust when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the Trust or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the Trust for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

The Hirer will be responsible for ensuring that the group has adequate insurance
Appropriate to the activities organised and has considered protection by personal accident insurance/employers liability for their staff and helpers.

It is the responsibility of the Hirer to effect adequate public liability insurance and is required to provide a copy to the School. The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or a small informal group of individuals (not using the Premises for commercial or business purposes) who find it difficult to obtain.

12. Cancellations

12.1 By the Hirer
Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

12.2 By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The Trust and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

13. Review

13.1 This policy will usually be reviewed during the Spring Term each year, and at any other time as may be necessary.

14. Hourly Charges

	Community use		**Personal use**		**Commercial use**	
	Hour	**Day**	**Hour**	**Day**	**Hour**	**Day**
Hall	£15	£50	£15	£50	£30	£70
Playground	£10	£25	£10	£25	£30	£50

14.1 * A charge will be levied to cover caretaking/keyholding/cleaning on applicable lettings occurring outside the standard school day or week and lettings occurring outside term time.

A £40 weekend supplement will be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the school outside the standard school week.

14.2 Personal and Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- extra cleaning is required in order to return the hired area to a satisfactory state or
- chargeable breakage(s) occur

14.3 This money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.

14.4 Individual contracts exist for a number of organisations under the Extended Schools provisions. Refer to the Lettings Folder for details and charges

Appendix 1
Hall Capacity

Guidance taken from the Building Bulletin 100

"Design for Fire Safety in Schools"

Published by the Department for Children's, Schools and Families in 2007

This guidance is for schools re numbers allowed in halls page, page 50.

The way to work out capacity of the hall is as follows.

Accurately measure the hall and work out the size in square metres. Deduct from this size the amount of room taken up by furniture and fittings such as a piano, benches and other unusable space such as a stage etc in square metres. The resultant figure should then be doubled and this is the maximum number of persons who can be accommodated.

However a limiting factor is the minimum requirements for sizes of escape doors as follows:

200 persons – 2 exits of 1.124 metres

300 persons – 2 exits of 1.724 metres

400 persons – 3 exits of 1.124 metres; 2 exits of 2.050 metres

500 persons – 3 exits of 1.424 metres; 2 exits of 2.550 metres600 persons – 4 exits of 1.124 metres.

Appendix 2
School Lettings Application Form

Name of School	**Winterton Primary School and Nursery**
Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Applicant contacts numbers (daytime & evening)	
Organisation's Name	
Do you have your own Public Liability Insurance?	Please tick yes or no as appropriate:- Yes / No (if yes please attach a copy)
Please attach a copy of any necessary Risk Assessment required for the purpose of hire	

Purpose of Hire	
Category of Letting	Delete as appropriate :- Community & Leisure Learning / Private Hire / Commercial / Charitable /Other

Attendees	Total Number:		No. Adults		No .Children	
Single Bookings	Date of Booking		Start Time		End Time	
Block Bookings	Frequency/Days					
	Start Date				Start Time	
	End Date				End Time	
Required Notice for application : 2 weeks before the first day of letting (4 weeks should be given for block bookings)						
Booking times must allow sufficient time for preparation and clearing away before and after the event						

Facilities Required	☐ Sports Hall	☐ Classroom	☐ Playground	☐ Other
Other Facilities/Services/Equipment required. (Certain facilities price on request)	☐ Interactive Whiteboard ☒ Use of Kitchen	☐ School Tables, Chairs, Stage, (as specified)		
☐ Other amenities (specific to school - please specify)				
Other arrangements				
The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purposes of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose				

Will refreshments be served?	Will alcohol be consumed?	If yes, will the alcohol be served or sold?
☐ Yes ☐ No	☐ Yes ☐ No	☐ Served ☐ Sold
If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment		
I have read and accept the School Lettings Agreement, (overleaf) and I confirm that I am over the age of 18		
Signed: …….. Full Name …….. Date …… You will be sent confirmation of whether this application has been accepted or rejected by post of email. The full Terms &Conditions for Hire will be sent after the booking has been accepted with the Agreement form No letting will be regarded as booked until the deposit and the booking fee is received in full and we have received back the Agreement form signed.		
Please return the form to :- School Office, Winterton Primary School and Nursery, Black Street, Winterton on Sea, Norfolk NR29 4AP, or by meil to: office.winterton@consortiumtrust.org.uk		

School Lettings Agreement -
(Full Terms & Conditions for the Hiring of School Premises will be forwarded on confirmation of application)

At the request of the Hirer, the School has agreed to hire to the Hirer, part of the School premises, as agreed within this Letting Application, for any activity organised or conducted by the Hirer or the Hirers representatives.

IT IS HEREBY AGREED by the Hirer that he/she and his/her representatives will take full responsibility for:-

1. The terms outlined within the Terms & Conditions for the Hiring of School Premises, (will be forwarded on confirmation of application.)
2. Full and effectual indemnity from and against any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.
3. That if and insofar as claims are made against the School, the hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the school before obtaining access to the premises.
4. That the Hirer is responsible for all damage to School building and or any property thereon, attached thereto, or neighbouring, occurring during the period of the hiring or while persons are entering or leaving such property, however and by whoever caused.
5. That at the expiration of hiring, the Hirer shall leave the building in a clean and orderly state. All the property of the Hirer and the Hirers agent must be removed at the end of the hiring unless special arrangements are made

The School or the Trust accept no responsibility for:-

1. The supervision and conduct of any persons entering or leaving the School during the hire period in connection to this event.
2. Any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.
3. Any claims made against the School in connection to this event.
4. Any damage to School buildings and or any property thereon attached thereto, or neighbouring occurring during the period of the hiring or while persons are entering or leaving such property, however and by whoever caused.
5. Any property left by the hirers or their representatives on the premises following any activity organised or conducted by the Hirer or the Hirers representative.

Safeguarding

The Consortium Trust Schools are committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the third party provider, (i.e. the Hirer) not the school. Hirers providing services to children must have policies, procedures & DBS in place to ensure children's safety and these must be supplied to the School on request.

School Use only
This application for letting is **: ACCEPTED / REJECTED**

Signed …… Full name…… Position …….. Date ……..

Evidence of own Public Liability insurance cover supplied and approved	☐ Yes	☐ No
Does the letting involve working with children/young people	☐ Yes	☐ No
if yes has the School ensured that appropriate safeguarding and children protection policies and procedures in place and has seen evidence.	☐ Yes	☐ No
Details of actions pertaining to the letting, (i.e. evidence of DBS, Safeguarding policies, risk assessments		

Appendix 3
Terms & Conditions for the Hiring of the School Premises & Agreement Form

The *Consortium* Trust permits the hiring of facilities within the School Premises as set out below on the Conditions of Hire and Book Form attached and the following particulars apply

Agreement Form

Name of Hirer	
Address of Hirer	
Hire Period	From (date and time) To (date and time)
Hire Fee	
Deposit 1 hour charge (if applicable)	
Permitted Use	
Facility Hired within School	
Equipment provided	
School Emergency Contact	
Any other information's or arrangements	

Signed on behalf of the

School ……..

Date ……

I as the Hirer have read and understood the Terms of Conditions for Hire of the School Premises and agree to be bound by such terms and conditions from the commencement of this agreement.

Print Name ……

Signed on behalf of the Hirer ……

Date ……

Terms and Conditions for the Hire of the School Premise

Hire of School Premises: - **Winterton Primary School and Nursery, Black Stret, Winterton on Sea, Norfolk, NR29 4AP**

Educational buildings and facilities are generally available when not required by the Trust for the purposes of Primary education. Use of these premises is subject to various conditions, regulations and charges.

1. **Interpretation**
   a) Hirer: person making the application for a letting who will be personally responsible for payment of all fees or other sums due to respect of the letting.
   b) Trust: means the *Consortium* Trust.
   c) School: which means the relevant *Consortium* Trust School hiring out their premises on this agreement.

2. **Term, effective date of Agreement**
   The term of this Agreement is as stated on the Agreement form.

3. **The Hirer** is considered to be the person signing the Agreement form. In signing this form the Hirer not only acknowledges receipt of the Terms and Conditions of hiring the school premises but is also deemed to agree to ensure compliance of them.

   In exceptional circumstances it may be necessary for the school to cancel a booking, in which case the deposit will be returned. As much notice as possible will be given, generally not less than 7 days and where possible an alternative will be offered. The School or the Trust will accept no liability in respect of communications incurred by the user due to such cancellation

4. **Use and Access**
   a) The School permits the Hirer to access and use of the facility on the agreement form on the times specified on the same form.
   b) The School does not warrant that the facility is fit for the purpose of the hire.
   c) The School retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
   d) The Hirer is responsible for ensuring good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period use. The School reserves the right:-
      - To have a representative present at any function/hiring
      - To inspect the proceedings at any time
      - To put a stop of any entertainment or meeting that is considered not to be properly conducted or liable to cause offence
   e) The facility within the school hire remains in the Trusts' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy
   f) Entrance to the school will be via the Main Entrance, which will be opened at the agreed time. For Security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use.
   g) The Hirer is responsible for the proper use of facilities (specialist equipment is not generally available, i.e. interactive whiteboards, IT equipment, PA System, cooker, etc. unless pre-arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.
   h) Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of equipment.
   i) In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean, tidy and satisfactory condition. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
   j) The Hirer must only use the area of the building they have hired and must observe any instructions given by the school concerning the area available. The Hirer is not entitled to use or enter the premises other than at the agreed times, unless prior arrangements have been made with the School
   k) The toilets are available to use.

5. Restrictions on Use

a) The Hirer shall not use the Premises for any illegal purposes or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any owner or occupier of neighbouring property.
b) The Hirer shall not make any alterations or additions to the Premises, shall not affix any items to the Premises and no interference is to be made with Schools property/equipment or other parts of the building which do not form part of this hire agreement
c) If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of the day.
d) Any storage space must be agreed with the School before using
e) The use of school equipment must be agreed in advance of the letting
f) Alcoholic Drinks - Express approval by the School is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a licence. It is the responsibility of the Hirer to obtain the licence and a copy must be provided for the school. Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer, or provided by the holder of a licence for the function for which approval has been given. Unconsumed liquor, bottles, bottle cases, glasses and similar must be removed from the premises immediately after the function has ended.
g) Illegal drugs are not to be brought onto or consumed on the Premises
h) No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas
i) Smoking is not permitted anywhere in the school building or grounds
j) No betting, gaming or gambling is allowed on the Premises
k) Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises
l) For security reasons, the Hirer does not have access to the school telephone. Hirers should acquire a mobile phone for use in an emergency.
m) No changes to fixture or fittings should be made to the property. No changes to fixture or fittings should be made to the fabric without prior approval.
n) Appropriate foot wear must be worn in the premises, particularly in the School Hall/Gyms where no footwear must be worn that might risk damage or mark the floor.

6. Hire Fee and Deposit

a) The Hire Fee per session and is payable in advance or in the case of a regular booking, payment will be required at the end of each term.
b) The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

7. Condition and Damage

a) If hired the Hirer will keep the School Playground/field in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
b) Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported

8. Insurance & Indemnity

a) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised and has considered protection by personal accident insurance/employers liability for their staff or helpers.
b) It is the responsibility of the Hirer to effect adequate public liability insurance and is required to provide a copy to the School..
c) The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) and would find it difficult to obtain.

d) The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions that there is no damage to the fabric of the building, furniture and fittings of any school equipment.
e) The Hirer shall indemnify the School when signing the application & agreement forms against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the School or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
f) The effect of this is that the Hirer will be liable to indemnify the School for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user of any other person using the premises with the Hirer's permission

9. Loss

a) The school does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any carpark provided or injury to any persons however caused.
b) The School shall not be liable for any loss of damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown or plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect he provision by the School of access to or use of the Premises.

10. Assignment

a) This hire agreement is personal to the Hirer and the Hirer shall not assign of underlet or part with or share possession or occupation of the Premises

11. Health and Safety

a) The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation
b) The Hirer should, as far as possible, have an accurate list of those present
c) Any portable electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment) Lower voltage equipment must also be safe and in good condition.
d) The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the School.
e) Hirers should acquaint themselves with the Fire and Safety Regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
f) In the event of an incident, fire or near miss
    - Trust Incident Report Forms will be made available to the Hirer, who in turn must ensure one is completed correctly and that an investigation is undertaken
    - A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any finds that may be relevant. Schools are not responsible for undertaking risk assessments for the Hirer's activities

In the event of a fire

- The Hirer will call the Fire Service (if school staff are not present and supporting the activity)
- All users will evacuate the building via the nearest fire exit and muster at the designated point.
- Users must not enter the building until the 'all clear' has been given. The Fire Service will give this.
- Fire must be reported using the Trust Incident Report Form

g) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
h) The Hirer will immediately inform the School of any emergency, accident, injuries or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive

i) No combustible materials are to be used within the school, except with the express approval of the Local Governing Body.

j) The Hirer shall be deemed to be the nominated responsible person to be in charge of and upon the premises at all times during the period of the letting. The nominated responsible person must comply with the following conditions if appropriate to the letting, i.e. performance, functions:-

- Up to 100 persons – 2 stewards, one extra steward for each additional 50 persons part thereof

Such stewards shall be made fully aware of the positions and exits, operation of emergency lighting and fire lighting equipment and be able to give full assistance in evacuation of the premises in the case of any emergency. Such stewards should be readily identifiable to members of public in the event of such emergency

12. VAT

The Trust is unregistered for VAT and therefore is not charged on lettings.

13. Safeguarding and Child Protection

a) Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Trust upon request

b) At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted to control the movement of the children as required by the Children's and Young Persons Act 1933

14. Licences

It is the Hirer's responsibility for ensuring that any necessary licences required for a particular event have been obtained. The Hirer will indemnify the School and The Trust against any action brought about by failure to obtain the necessary licences:-

The following may be required: - Theatre Licence, Copyright/Royalty licence, Performing Right Licences, Cinematography licence, Justices Licenses, (i.e. alcohol), music, singing & dancing

15. Car Parking

a) Subject to availability, these may be used by the Hirer and other adults involved in the letting

16. Cancellation

a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee is no further bookings are required.

b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The School will accept no liability in respect of commitments incurred by the Hirer due to such cancellations

17. Advertising

a) The Trust must approve of all advertising and posters concerning the use of the premises.

Document Control

Changes History

Version	Date	Amended By	Details of Change
3	29.3.2018	J. Pymar	
4	29.11.2021	J. Pymar	Updated change in the responsibility for checking the Hirer has the appropriate safeguarding policies and procedures in place
5	17.10.2023	K Lloyd	Updated to ensure compliance with KCSiE 2023 changes
	01.09.2024	M Saunders	Localised for use at Winterton Primary School and Nursery
	01.09.2026	M Saunders	Updated

Approval

Name	Job Title	Signed	Date
Andrew Aalders-Dunthorne	Principal/CEO	Electronic signature	28/12/2016
Dawn Carman-Jones	On behalf of the Trust Board	Electronic signature	28/12/2016
Andrew Aalders-Dunthorne	Principal/CEO	Electronic signature	08/12/2021
Andrew Aalders-Dunthorne	CEO	Electronic signature	30/11/2023
Dawn Carman-Jones	On behalf of the Trust Board	Electronic signature	30/11/2023

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