



## St Anne's Church of England VA Primary School

### LETTINGS POLICY includes Booking form and Hiring conditions

This policy should be taken and used as part of St Anne's Church of England School's overall strategy and implemented within the context of our vision, instrument of government aims and values as a Church of England School.

#### 1. DEFINITIONS

In these Conditions:

- (a) 'the Owners' means the Board of Governors of the above mentioned School ("the School"), and 'the Agent' means the Clerk/Correspondent to the Board of Governors or other Agent of the Owners.
- (b) 'the Hirer' means the person signing the application form and in addition any organisation for whom s/he is stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several. The Hirer must be over 18 years of age.
- (c) 'the Hire Year' means 1 September to 31 August in any 12 month period.
- (d) 'the Headteacher' means the headteacher of the School.

#### 2. CHARGES AND BOOKINGS PROCEDURE

The Board of Governors wish to encourage community use of the school premises when not required by the School.

All lettings must be approved by the Headteacher or Deputy Head and be reported to the Finance, Personnel and Estates Committee. In general, lettings should be in keeping with the ethos of the School and can be:-

##### **One off hirings:**

All charges for one off hirings must be paid at least 7 days in advance. The Board of Governors does not undertake to refund any charge on cancellation of a booking unless 7 days written notice is given. With one off bookings a £25.00 non-refundable deposit needs to be made to secure the booking. The school will issue an invoice stating the balance and payment conditions. All Payments will be made in cheque or direct transfer to the school bank account.

##### **Block Bookings:**

All charges for block bookings must be paid monthly in advance on the first of each month. The first payment will be the proportion due for the period from the start of the block booking period to the end of the first month of such booking period and will be payable at least 7 days in advance of the start of hire. All payments thereafter will be by monthly standing order to an account nominated by the School from time to time (or by such other form of payment agreed with the School). The school will issue monthly invoices stating balance and payment conditions.

Block bookings will only be accepted for a maximum period of one year, such year running from 1<sup>st</sup> September to 31<sup>st</sup> August.

Applications for block bookings must be renewed at the end of each Hire year. Renewal is not guaranteed. Authority to accept a renewal shall rest with the Headteacher or Owners.

All applications must be on an official booking form, with the Lettings Policy including hiring conditions attached, obtainable from the School Office or school website. Precise times required must be stated.

The hirer may not assign or sub-let the premises which s/he has hired.

Rates are to be reviewed and agreed annually by the Finance, Personnel and Estates Committee.

**Free Lets:**

School Activities which directly benefit the school (including training/meetings which members of school staff attend)

- PTFA
- School Social Activities
- Board of Governors' meetings

**3. INSURANCE**

The Owners require Hirers to have and maintain for the duration of the hire insurance cover arranged with a reputable company, to provide a minimum third party indemnity of £5 million. It is the responsibility of the Hirer to affect this cover and whatever other insurance he/she requires to cover his/her liabilities. The Hirer should produce the policy or policies of insurance at least 48 hours before the time of the hiring. In the case of a block booking proof of renewal of such insurance will be required where the renewal falls within the period of the block booking. Insurance can be provided by the school upon request.

**A copy of your insurance certificate must be sent with your application.**

If you do not have £5,000,000 Public Liability Insurance cover there will be an additional 10% added to the total.

**4. VACATION OF THE PREMISES**

Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted. The agreed times of use are inclusive of any time necessary for setting up and clearing up from the agreed usage.

All equipment or property brought into the School premises by the hirer must be removed at the end of the hiring. The Owners shall not be responsible for any property left behind.

For the purposes of charging the hiring shall be deemed to have come to an end when all the Hirer's equipment has been removed. The Hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises.

At the end of each hire period the premises must be left in a clean and tidy state and all equipment must be put back after use. If the premises are not cleaned to the satisfaction of the Business Leader or registered key holder, the Hirer will be responsible for any payment necessary to have them cleaned.

**5. CANCELLATION**

The Board of Governors may cancel any letting at any time and either fees will be refunded or an alternative date offered, except in the case of misconduct. If this occurs, the Hirer can make no claim against the School or the Owners for any loss s/he may sustain.

The Board of Governors does not undertake to refund any charge on cancellation of a booking unless 7 days written notice is given by the Hirer.

Authority to accept or cancel a booking shall rest with the Head teacher or the Owners.

The hirer may cancel block bookings by giving the School one month's notice in writing.

## **6. MAINTENANCE OF GOOD ORDER**

The Hirer is responsible for and shall be charged by the Owners for all breakages or damage caused either to the School premises or to any property on the School premises which occur during or in relation to the hiring or whilst persons are entering or leaving the School premises however or by whomever caused. The Hirer is responsible for ensuring that all activities take place in a safe manner.

The Owners shall not be responsible for any loss or damage to any property arising out of the hiring or be liable for any person who suffers injury or loss or damage to his property whilst on School premises from any cause whatsoever or for any loss due to breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

The Hirer shall ensure that good order is kept in the premises and that all regulations and laws governing the use of the School premises will be complied with. The behaviour and safety of persons on the premises for this booking are the responsibility of the Hirer.

The Hirer shall note the following:-

- a) Tables and chairs are provided in the storage cupboard off the hall – cleaning materials can also be found here. The hirer will be responsible for putting them up and taking them down.
- b) No blu tack, sellotape, sticky tape shall be used on painted walls. No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School premises. No articles may be fixed thereto and there shall be no structural alterations to any stage in the School hall.
- c) No face paints to be used.
- d) No slogans, advertisements, flags, emblems or decorations shall be displayed outside the School premises whether affixed to the same or free standing unless express agreement has been obtained from the Owners.
- e) If any drinks/liquids are spilled, these are quickly mopped up using a kitchen towel or damp cloth. Do not use any detergents or washing up liquid but water only.
- f) No sticky tape or any other adhesive material is used on the floor.
- g) No ball games and no projectiles are allowed.
- h) All waste is to be removed from the site for you to dispose of. Sweeping up brushes etc., are situated in the large cupboard off the hall.
- i) The use of the sound system and/or lights for the stage is for special performances – only by authorised operators and a charge will be made.
- j) The items of equipment stored in the centre that belongs to other people using the hall are not to be borrowed or used.

## **7. HEALTH AND SAFETY**

The Hirer must familiarise himself/herself with the emergency procedures for fire, first aid, accidents and defects reporting and carrying them out to the best of his/her ability.

The first aid kit is in the Community room, situated off the hall. Any accidents occurring during the Hirer's usage of the premises must be reported in writing to the School Office and full details recorded in the Accident Incident Book.

A plan of the hall and fire exits is in the School main entrance hall.

**In the event of a fire or the fire alarm going off the assembly point is in the turning bay at the front of the school. Leave the hall through one of the fire exits. If leaving through any other exit, you will have to use the push bars to open the doors and make your way to the assembly point at the front of the building. Please vacate the building until a member of staff arrives on site to investigate.**

**As hirer of the hall you should make yourself and others aware of the route. This should be shown to you by the keyholder when opening the hall.**

No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of fire-fighting equipment.

Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. If audio, video or other mains electrical equipment is bought onto the premises the hirer must ensure that the equipment is in good working order and is safe in every respect.

All scenery and costumes used for stage performances and the like must be fireproofed.

If the usage of the premises involves working with children, young people or vulnerable young adults under the age of 18 those doing so are required to be familiar with the terms of the Home Office Code of Practice 'Safe from Harm' or Church or School Child Protection Policy, via Diocesan Website and must undertake to follow that Code. In addition a qualified person must be present during all sessions that are considered to be of a hazardous nature, e.g. karate, gymnastics, judo, etc. or where the club/organisation is a youth group. It is the responsibility of the Hirer to check the qualifications of those supervising such activities.

All Hirers whether working with young people or not should be aware that young children may be on the premises during their usage and that the care of such young people is of paramount importance.

The Hirer must ensure that there are sufficient stewards located in areas which will prevent unauthorised persons from entering the premises and to ensure that guests are restricted to the area hired for the function.

Smoking is not permitted in any part of the School or its grounds.

No animals, except guide dogs, shall be brought into the school premises/ground by the Hirer unless prior permission has been given in writing by the Owners. If such permission is given the Hirer must make provision for the appropriate insurance cover.

The Hirer's attention is drawn to the total exclusion of the use of the Outside Playground and any computers and their related accessories. Hirers and all those invited to the premises by the Hirer are expressly prohibited from using the facilities and the Owners decline to accept any responsibility or liability for accidents or injury to any person or persons resulting directly or indirectly from the unauthorised use of their apparatus. The Hirer is automatically deemed to have accepted unconditionally this exclusion clause which is a strict condition of hire that cannot, under any circumstances, be waived.

It is the specific responsibility of the Hirer to ensure that the Outside Playground apparatus and any computers remain totally 'out of bounds' whilst any person or persons are present

on the School premises.

## **8. PARKING**

Car parking is only allowed in the allocated car parking spaces, please be considerate of our neighbours. Playgrounds must not be used for car parking. All roadways **must** be kept clear. 'No Parking' signs **must** be respected.

## **9. LICENCES**

All the conditions attached to any music and dancing licence and any theatre licence for the School premises shall be observed. A copy of each such licence held may be seen on application to the Agent and Hirer shall be deemed to have had notice of all such conditions.

The hirer must also accept responsibility for any relevant copyright payments and performing licences.

All legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.

## **10. GENERAL**

The right at any time to enter the School premises and remain on the premises during the hiring is reserved to the Owners and the Agent and any police officer.

The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.

The Owners (by themselves or the Agent) may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.

The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if in the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.

Tea/coffee making facilities are available in the Community room, situated off the hall.

Toilets are available next to the School Office.

### **Please note:-**

There is a telephone in the community room for emergency calls (need to dial 9 for outside lines), and the number of the centre for return calls is 01934 520461.

The main numbers for "on the spot" queries is 07775 765034.

The Business Leader or registered key holder will be present to unlock the premises at the beginning of the hiring and lock up again at the end at the time agreed on the lettings application form. He/she will not be available during the period of the hire, except in extreme circumstances.



**St Anne's Church of England VA Primary School**

**Request to hire a part of the School Premises**

*Please complete in block capitals*

Name of applicant / organisation: .....  
 Address .....  
 Telephone numbers:.....  
 Email address: .....

**Which area do you wish to hire:**

- School Hall & Community Room (West Wick)**
- Playground & fields (West Wick)**
- School Hall (Hewish)**
- Playground & fields (Hewish)**

Date	Time	No. of hours	Hourly hire charge	Access fee	Insurance required	Insurance cost	Total charge
<i>Example</i> 19.3.15	10 - 12	2	£39	£10.50	Yes	£3.90	£53.40

If it is a block booking please give details of the dates you wish to hire the school premises:

Reason for Hire:.....

No. people \_\_\_\_\_ (approx) **Please note that for the school hall the limit is 250 for standing and 160 for seating arrangements and in the Community Room 40 standing and 30 for seating arrangements.**

Licence – Will you be applying for a drinks licence? **Yes/No** If yes please specify licensee .....**We require to see the original Licence and have a photocopy of the Licence to be held on our files.**

**Costs**

St Anne's Church of England VA Primary School Hall and Community Room (West Wick)  
 £19.50 per hour with additional access fee and insurance.

St Anne's Church of England VA Primary School Hall (Hewish) £12.00 per hour with additional access fee and insurance.

All with additional access fee (£10.50 to open and unlock) and insurance (see below).

**Insurance**

If you do not have £5,000,000 Indemnity Insurance cover there will be an additional 10% added to the total.

**A copy of your insurance certificate must be sent with your application.**

I hereby apply for use of the premises as specified above. I accept the terms and conditions of hire set out in the School's Hiring Conditions and Lettings Policy, a copy of which has been

supplied to me. I undertake to pay on demand the charges assessed by the School in the manner set out in the Hiring Conditions and in accordance with the approved scale of charges for the hire (and we would draw your attention to Clauses 31 and 32 in the Hiring Conditions) of the said premises.

## **Deposits**

### Non Refundable Deposit

I will pay **£25.00 non-refundable deposit or full amount as agreed to secure the booking.**

Cash or cheque made payable to St Annes Primary School.

### Security Deposit

For one off hirings there will be a Security Deposit of between £50 - £200 Security Deposit which will be required to be paid up front. This will be used for any additional costs incurred by the school in cleaning up after event or putting right damages.

## **Cheques made payable to St Anne's Primary School.**

### ***Bouncy Castle/Inflatable***

*Please use a reputable company who provides all the necessary safety equipment and will also give you a safety procedure to follow. You must read, understand and agree to the following:-*

*The person or company that I have hired the bouncy castle/inflatable from:-*

- *has public liability insurance*
- *provides soft safety mats to cover any hard surface at the open front of the castle*
- *Ensure that the castle is moored securely to the ground by using non-abrasive weights*
- *ensures the bouncy castle/inflatable is kept away from the wall*

*If the bouncy castle/inflatable is brought in by the Hirer and its use is to be controlled by the hirer, then the following will apply:*

- *An adult representative is to act in a supervisory capacity at all times*
- *Only allow children of similar age and size on the castle at any one time*
- *Avoid overcrowding and ensure the manufacturer's recommendations for number are not exceeded*
- *Soft gym mats (supplied with the castle) should be positioned to cover any hard surface at the open front of the castle*
- *Non-abrasive weights to be used to secure*
- *Ensure that the castle is moored securely to the ground by using non abrasive weights*
- *Never use it in high weather*
- *Do not allow children over the age of 12 years to use the castle, nor under the age of 2 years*
- *Make sure that users of the castle remove any potentially dangerous objects, such as jewellery, buckles, shoes etc.*

*St Anne's CofE VA Primary School strongly advises that, in the interest of health and safety, children of mixed age ranges should not use the bouncy castle/inflatable at the same time.*

I confirm that I have read, understand and agree with all the conditions and understand what is required with regards to looking after the premises whilst I am using them. I know what should be done in the event of the fire alarms going off and I understand the terms regarding making payments for the booking.

Signed: .....on behalf of .....

Name in block letters: ..... Date: .....

The School reserves the right to refuse any booking and to request such information from prospective hirers as is reasonable to enable them to reach a decision on any application.

### **FOR OFFICIAL USE ONLY**

I hereby nominate the Hirer named above to act on my behalf for the purpose of this booking in accordance with Section 14 of the Public Entertainment Licence relating to the premises known as St Anne's Church of England VA Primary School.

Signed: ..... (Headteacher) Date: .....