

St John's Church of England Primary School



Lettings Agreement

Date of issue: 29 September 2015

Date endorsed by Governing Body/IEB: 29 September 2015

Review date: September 2017

St John's Primary School believes that provided there is no interruption to, or curtailment of, school use of the premises, part of the buildings and grounds may be let to outside bodies during the school day, after the end of the school day, at weekends and during the holidays, in order to:

- 1. Raise income for the school***
- 2. Better integrate the school in to the local community***
- 3. Satisfy some of the needs of local individuals, groups and organisations***
- 4. Help fulfil the Government Extended Schools initiative***
- 5. Increase the use of facilities which may be of necessity underused by the school***

Bookings

Bookings are made through the representative of the school as authorised by the Governing Body and confirmed in writing.

1. School activities have priority
2. No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time
3. Users sign a contract that covers:
 - Terms and conditions relating to type of and length of use
 - Cancellation
 - Damage
 - Insurance
 - Charging
 - Restrictions on use
 - Licensing for the sale of alcohol or public performances
 - Parking
4. The contract may be updated annually or termly
5. Payment is in advance for all lettings with individual arrangements for regular users
6. Outline charges are set by the Headteacher/Governors and reviewed annually
7. Specific charges are set at the time of the contract

TERMS AND CONDITIONS

These terms and conditions must be complied with.

The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the School and the hirer.

2. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the School premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

3. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the School the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools - Where to start...'

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

4. PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the School's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Manager;
- e) the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) performances involving danger to the public shall not be permitted;
- g) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the governing body;
- h) no unauthorised heating appliances shall be used on the premises;
- i) all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The School disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

5. The Hirer's Responsibilities

The hirer must inform the School of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No part of the premises are to be used otherwise than for the purpose of the premises requested.

6. Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

7. First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the School to provide first aid facilities and use of the School's resources is not available.

8. Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Schools fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in School buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

9. Food and Drink

No food and drink may be prepared or consumed on the property without the direct permission of the School in line with current food hygiene regulations.

10. Kitchen/Food preparation, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the School's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

A 'Slip Kitchen' - where only a kettle and washing up facilities are available, can be used by a hirer without supervision.

11. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

12. Smoking

The whole of the School premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

13. Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

14. Nuisance/Disturbance

Hirers and organisers of events in the School premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the School's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the School premises.

15. Rules

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

16. Charges and Cancellations

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The governing body and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the governing body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the governing body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

17. Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

18. Storage Ancillary to the Hiring

The permission of the Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular event.

19. Loss of Property

The governing body and the School cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

20. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the School by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the School should avoid undue noise on arrival and departure.

21. Toilet Facilities

Access to the designated School's toilet facilities is included as part of the hire arrangements.

22. Right of Access

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Headteacher or members of the governing body from the finance committee may monitor activities from time to time.)

23. Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

24. Complaints

Any complaints arising from a hiring agreement will be dealt with using the School's complaints procedure, a copy of which is available from the School Office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the School's discretion which complaints' procedure is followed.

25. Charges

Booking forms for hire must be completed in advance and sent to the school with the necessary deposit. Deposits are 100% of the cost of hire for one off bookings, and the equivalent of the first two week's hire for a series booking. Bookings are payable in advance on invoice and the deposit will be deducted from the final invoice.

Cancellations will be charged as follows:

2 – 4 weeks 25% of hire cost

3 days – 2 weeks 50% of hire cost

Less than 3 days 75% of hire cost

St John's Primary School reserves the right to cancel a booking at short notice in the event of circumstances affecting the efficient running of the school.

Hourly rate: £35 plus vat (£..... plus vat for regular users)

Outdoor facilities:

- Field

Hourly rate: £30 plus vat (£..... plus vat for regular users)

Signed: Headteacher on behalf of St John's

Signed: User