



Hunters Hall Primary School

LETTINGS POLICY Including Terms and Conditions of Hire



**I can be anything I want
If I just believe in me**

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1. Aims and scope

The Governing Body regards the school buildings and grounds, which are owned by Barking and Dagenham Council as a community asset and will make every reasonable effort to enable them to be used for the benefit of the community.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

The Governing Body aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

In deciding whether to let our premises, the Governing Body will also have regard to the likelihood of any damage caused to the premises, or neighbouring premises, and any nuisance that may arise, because of accepting the booking. In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

The Governing Body will consider letting to any group able to comply with the terms and conditions outlined in this policy.

The final decision on compliance lies with the Governing Body.

2. Definition of a letting

A letting may be defined as:

"Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group, or a commercial organization.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents' meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations

3. Areas available for hire

The school will permit the hire of the following areas:

- Infant Hall
- Junior Hall
- Dining Room
- Classrooms
- Training Room
- Playground

4. Letting times, Use of Facilities and Equipment

The following times, facilities and equipment available are agreed as follows:

- During Term Time hire of the school facilities are available for hire between 3.30pm - 6pm.
- During the school holidays the school facilities are available for hire between 8.30am - 4pm.
- As standard the school is not available for hire during the weekend but exceptions to this may be considered if it is in the interests of the school.
- Hirers and participants will be provided with the use of designated toilets throughout the duration of the hire, the use of these may not be exclusive.
- School equipment is not to be used unless it is as been agreed as part of the hire. Charges will be made for the use of the school equipment.

Variations to these facilities and times will be subject to the approval of the Head teacher

5. Priority for Lettings

The Governing Body is mindful of the needs in the local area and will make an assessment of local needs when deciding upon lettings.

The following lettings are especially encouraged:

- Lettings to groups which promote community cohesion
- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families which support pupils' attendance, behaviour and academic progress
- Lettings to parent support groups which are in keeping with the promotion of high academic standards

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities.

- Commercial activities with little potential to generate income or support for the school
- Activities promoting gambling

6. Charging Rates and Principles

The Governing Body or those with delegated powers are responsible for setting charges for each area available for hire. The charges for hiring out different areas are listed in Appendix 1. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

As a minimum, the school should achieve full cost recovery. Apportioning costs may be difficult and therefore estimates of associated variable elements can be used. The list below is not exhaustive.

Premises Management	Cost of staffing (including on costs) for additional security, caretaking, opening and locking premises. This charge will vary depending on staffing hours needed.
Administration	Administrative costs incurred by the school in managing lettings/ Example: one of admin charge of £10.00
Equipment Hire	Use of school equipment to cover wear and tear. The charge can vary depending on the type of equipment or number of units required.
Cleaning	If additional cleaning is required, the school can ask the cleaning contractor for a quote. This charge will vary depending on the extra cleaning hours needed. Example: Additional ½ hour @ standard rate of £9 per hour Additional cleaning costs may be applicable for the hire of kitchen facilities: The school meal contractor will need to advise whether extra cleaning will be undertaken by the contractor after the hire and prior to commencing with normal school meal activities. This may be a requirement even if the kitchen is cleaned thoroughly by the Hirer. The contractor should advise whether an extra charge is applicable and this should be added to the overall hire fee of the kitchen.
Heating / Lighting	This can be calculated from known annual energy costs, and an estimate of the percentage of the school used for letting. The charge can be set higher in winter months to reflect the additional heating. Example: £4 per hour outside of school hours (when heating lighting not otherwise on).
Insurance	Non-Commercial Hirers will be charged for public liability insurance providing as part of the booking fee unless proof of adequate equivalent insurance can be provided to the school. (Please refer to section 15 for more information).
Profit	This depends on whether the school intends to raise funds for the school.
VAT	Where an extra and separate charge is made for the hire of equipment e.g. piano's, furniture, staging, lighting, VAT is due on that charge at the standard rate. The hire of halls or rooms are not subject to VAT unless equipment is provided such as nets, bats and balls in which case it is vatable. The school must record the VAT element of any income.
Deposit	Schools should request a deposit as well as a lettings fee as a surety against damage to the premises or equipment or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

7. Minimum Hire Period

The minimum hire period during term time is one hour. The minimum hire during the school holidays is two hours. The minimum hire period during the weekend is three and half hours.

8. Deposits

The school reserves the right to require a deposit equivalent to 50% of the booking fee as a deposit.

9. Cancellations

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting.

Bookings cancelled by the Hirer with 11 or more working days' notice - entitled to a full refund of the paid fee.

Bookings cancelled by the Hirer with between 5 to 10 working days' notice – entitled to 50% refund of the paid fee.

Bookings cancelled by the Hirer with less than 5 working days' notice – no refund of the paid fee.

Regular lettings (i.e. those of a daily / weekly basis) require one half terms notice in writing for cancellation of the Lettings Contract otherwise costs may be applied to the cancellation.

10. Conduct of Users

This is set out in the Terms and Conditions.

11. Security

The Head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

12. Management of Lettings

The Governing Body has delegated day-to-day responsibility for lettings to the *Head teacher* in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the appropriate Governors' Committees or directly with the Chair of the Governors.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

13. Requests for Lettings

Organisations seeking to hire the school premises should approach the school's Business Manager. The Business Manager will decide on the approval of the application with consideration to:

- Interference of school activities, priority at all times should be given to school functions.
 - The availability of facilities.
 - The availability of staff to open and close the premises.
 - The school's Safeguarding Policies and Health and Safety policies
 - Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
 - Type of activity and our duty with regard to the prevention of terrorism and radicalisation
 - Adequacy of management procedures in place during the hire.
 - The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

A Booking Request Form (Appendix 2), should be completed at this stage. The Terms and conditions documents should be read and signed and both documents should be returned to the school Business Manager. A record of all enquiries will be kept on file in line with the school's retention policy. Requests should be made in excess of 8 weeks prior to the date of proposed letting to allow time for consideration of the request and for the issue of the invoice.

The Business Manager/Head teacher will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the school's lettings policy
- the availability of the facilities and staff
- the schools equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

14. Confirmation of booking

Once a letting has been approved, a letter will be sent to the hirer confirming the provisional booking.

The confirmation of the booking will be confirmed once the 50% deposit and indemnity fee has been received. No letting will be regarded as booked until approval has been given in writing and the payment for the booking received in full.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. The remaining hire fee shall be due and payable 21 days before the booking. For block bookings lasting a term or more payment will be invoiced half termly in advance, payment must be made 21 days before the start of the half term or 21 days before the start of the booking if this is different for all payments received. All letting income received will be paid into the school's individual bank account.

The Headteacher on behalf of the Governing Body has the right to refuse an application. The reason for refusals should be recorded on the bottom of the Booking Request form and fully explained to the enquirer.

15. Insurance and Liability

All hirers must have liability insurance. Commercial hires are required to have their own Liability Insurance, non-commercial hires/users that do not have their own insurance can be covered by the schools Hirers Liability Insurance, there is a charge to the hirer for this insurance.

Commercial Hires (profit making)

Any individuals who hire or are allowed to use part of the school premises for business purposes must hold their own Liability Insurance. The minimum liability amount is £5,000,000. A copy of the valid insurance certificate will be required and retained by the school.

Non-Commercial Hires

Non-commercial hires include private individuals, informal groups, organisations, charities, clubs or associations.

The school can cover non-commercial hires under the schools' hirers liability insurance. There is a premium charge for this insurance. Insurance premiums are non-vatable and are excluded from VAT charges. The premium rate charge for this insurance is currently 8% of the hiring charge, which includes a 4.67% admin charge.

Where the school does not charge a hiring fee, the user will still need to purchase liability insurance. The premium charge will be based on the estimated non-chargeable hire fee that would have been charged had the school not agreed to waive the fee. The user will be invoiced by the school for the insurance premium (non vatable).

Damage or loss of any kind sustained to the premises, fixtures, and fittings, furniture and/or other areas therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.

No responsibility can be taken by the school for any damage to vehicles sustained whilst in school grounds.

No Landlord and Tenant relationship shall be created.

16. Health and Safety

The requirements of the Health and Safety at Work Act 1974 and associated health and safety legislation apply to lettings, and this should be drawn to the attention of the user. A risk assessment will need to be completed and by the user and provided to the school if the activity presents a greater risk than life in general.

The hirer should be aware of the appropriate action to be taken in the event of a fire or other emergency. They should know where the extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits. For the duration of the hire all emergency exits must be unlocked and remain a viable egress. The Hirer or their appointed person is responsible for ensuring all their users are accounted for and report any missing persons to the lettings team immediately. The Hirer is responsible for relaying this information to ALL members of the public during the period of their let.

In addition to the above the school will also require the hirer to:

- Have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities e.g., gym coaching qualification
- For block bookings, ensure a fire drill is carried out periodically (at least every 6 months).

17. Hire of Kitchen Facilities

A hire application which includes the use of the kitchen for food storage, production, assembly or service should be discussed with the school meal contractor before being approved. The school will consider developing a separate set of conditions, which will include specific details of the areas and equipment the hirer is permitted and not permitted to use.

All areas of the kitchen should be cleaned and left tidy after use; however the school meal contractor may request that their staff conduct another clean prior to commencing with normal food handling activities, at an additional cost.

If agreement is given for the kitchen facilities to be used, Food Safety regulations must be observed.

18. First Aid

It is the responsibility of the hirer to provide adequate First Aid cover suitable for the activity being performed.

19. Accidents and Incidents

In the event of an accident or incident, the schools Accident and Incident Report form, available from the Lettings Team (Premises Manager or Schools Business Manager) must be completed and return to the lettings team promptly.

20. CCTV

For the security and safety of all, the site is monitored by 24 Hour CCTV. Recorded images may be made available to police to help with crime prevention or to provide evidence to support any prosecution related to criminal activity. CCTV is installed and managed in line with the UK GDPR Data Protection Act 2018.

21. Electrical Equipment

Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.

22. Safeguarding

The Governing Body takes seriously its significant responsibilities for the health, safety and well-being of anyone who uses its premises and, specifically, for any children or young people, as set out in the DfE's KCSiE Guidance.

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure & Barring Service checks. When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records and report to the school any safeguarding concerns which may arise. The hirer will be required to provide evidence that DBS checks have been carried out on request.

The hirer shall ensure that there are appropriate safeguarding and child protection policies and procedures in place to keep children safe (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school or college on these matters where appropriate. The hirer should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or 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 agreement.

The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

All hirers must state the purpose of hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Headteacher before approval is given. Hirers must not use Hunters Hall premises for anything detrimental to the promotion of equal opportunities and good relations between communities. The Business Manager will submit an incident

report if they suspect that the letting or gathering has been used for political purposes or purposes not previously authorised by the Headteacher, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation.

Hirers who may allow children and/or young people onto the site during the period of the letting will be required to complete a safeguarding declaration, this includes providing the school with details of their Safeguarding and Child Protection Policies and Procedures, DBS details for staff / volunteers engaged by the hirer, first aid qualifications, other relevant qualifications such as coaching certificates and risk assessments before the letting will be agreed.

23. Monitoring

The school will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board

24. TERMS AND CONDITIONS OF HIRE

All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the school.

"Hirer" means the person or entity identified in the relevant booking request form.

The 'Hirer' shall be the person making the application for a letting and shall be the person by whom the application form is signed. This person will be personally responsible for payment of all fees or other sums due in respect of the letting and for the observance and performance of all conditions and stipulations expected of facility hirers.

BOOKING REQUESTS

Booking requests for the hire of a facility will only be considered on receipt of a completed booking request form, signed terms and conditions and accompanied by a copy of the hirer's current public liability insurance certificate (if applicable, please see section 15). Applications should be made at least 40 days in advance of the booking. The use of the premises must not interfere with the proper working of the school or impair its efficiency. In particular, the hirer acknowledges that it will not have exclusive use of the site. Any additional bookings or alterations must be submitted in writing. Previous use of a facility is no guarantee that applications for subsequent applications will be successful. The booking time requested shall cover the period from admission to the facility to departure unless otherwise agreed in advance with the Business Manager.

USE AND ACCESS

The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.

The hirer shall not sub-licence any of the premises under the licence.

The hirer must not use Hunters Hall premises for anything detrimental to the promotion of equality and good relations between communities.

The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.

Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.

The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.

The hirer must leave the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.

The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.

The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

The school's Lettings policy, the relevant booking request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.

HEALTH AND SAFETY

The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.

The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

The hirer has a mobile phone on them during the let and remains contactable by the Premises Manager and can also use the phone for emergency purposes.

The hirer will ensure that electrical equipment provided by the hirer has a current Portable Appliance Test Certificate.

The hirer must ensure that the kitchen is restricted to authorised persons only.

The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities e.g. /Gym coaching qualification.

The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running and copies of these must be provided to the school.

The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.

The hirer must keep a register during their letting for use in an emergency evacuation.

The hirer shall also ensure the following:

that all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;

- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have conveyed this information to all members of their group
- there are suitable first-aid arrangements in place and they have access to their own first aid equipment;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;

ACCIDENT PROCEDURE

In the event of an accident / incident the hirer should (immediately or as soon as it is practical / safe to do so) inform a member of school staff.

The hirer agrees to record all accidents or near misses however small using a school accident report form which can be obtain from the member of staff on duty. The hirer is required to provide the Business Manager with written details of any accident, loss, damage or injury sustained by any person within 3 days of the date of the incident occurring.

The school and its employees shall not be liable for any loss, damage or injuries, fatal or otherwise to persons arising from their use of the school facilities unless caused by willful default or negligence on the part of the school its employees or agents.

SUPERVISION OF CHILDREN

The hirer must ensure that any children participating in the hire or present during the hire are adequately supervised. This should be reflected in the risk assessment.

WORKING WITH CHILDREN

The hirer must abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the schools Designated Safeguarding Lead, as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

The hirer must complete the schools safeguarding declaration, this must be completed and signed before the letting can be confirmed. The Hirer must also provide evidence of DBS checks for all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site. Upon request the hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information.

CHARGES

The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.

The deposit and hire fee shall be due and payable 21 days before the booking, this includes block bookings.

Failure to make payment within the terms of 21 days will result in cancellation of the booking. Payment can be made via a bank transfer. The schools banking details will

be provided with the invoice. If the premises are not vacated by the end of the hiring period a penalty charge of £20.00 will be levied for each hour after the end of the hiring period.

Following the hire and once the school has made certain that the hirer is not liable for any additional charges, the deposit held by the school will be refunded by bank transfer.

INDEMNITY CHARGE

The hirer shall pay to the school £100.00 refundable indemnity deposit at the time of the booking against damage to the premises and extra cleaning if the premises are not left as they were upon arrival.

CANCELLATIONS

Bookings cancelled by the Hirer with 11 or more working days notice - entitled to a full refund of the paid fee.

Bookings cancelled by the Hirer with between 5 to 10 working days notice – entitled to 50% refund of the paid fee.

Bookings cancelled by the Hirer with less than 5 working days notice – no refund of the paid fee.

The deposit is nonrefundable for any bookings cancelled by the hirer.

The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavor to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.

No refund will be given for cancellation of sessions by the hirer due to inclement weather unless in the opinion of the school caretaker or Business Manager /Headteacher the facility is unsafe to use.

Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

CONDITION AND DAMAGE

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises.

Waste refusal sacks should be used and disposed of following the instructions of the school.

The use of furniture is subject to agreement by the school and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the school fabric, are permitted. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders.

The Hirer must report any damage occurring to the premises as soon as practical but no later than 48 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost.

HIRER'S EQUIPMENT / CAR PARKING

The school does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided.

SCHOOL EQUIPMENT

No school equipment will be used without direct permission from the school. The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return. The use of any other electronic equipment such as televisions or speakers is not allowed unless directly authorised by the school.

LICENCES

The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property. This includes the following:

Public Entertainment

Where the premises does not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required. The hirer shall, if called to do so by the head teacher, furnish for the approval a copy of the programme of any entertainment to be given during the hiring and in that event no entertainment shall be given except in conformity with a programme which has been approved by them. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

Alcohol / Liquor Licence

Alcohol is not allowed to be sold or served on the premises unless permission is given by the school. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer.

GAMBLING

No gambling is allowed except in the accordance with the conditions of the Betting, Gaming and Lotteries Act 1963, section 37 (1) when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.

COPYRIGHT LEGISLATION

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

PUBLIC LIABILITY INSURANCE

The hirer must have public liability insurance. Non-commercial hirers can buy indemnity from the school if they do not have cover. Commercial hirers must have their own insurance in place. Proof must be provided to the school prior to the confirmation of booking. The Hirer must hold public and keep in effect for the period of hire Public Liability Insurance for a minimum of £10m.

EMPLOYERS LIABILITY INSURANCE

Where the hirer is an employer, the Hirer must hold Employers Liability Insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements, a copy of which must be supplied to the school with the application form.

INDEMNITY

The hirer shall indemnify and keep indemnified the school from and against:

- a. Any damage to the premises or school equipment;
- b. Any claim by any third party against the school; and
- c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.

ADVERTISING

The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.

SMOKING/ USE OF EXPLOSIVE SUBSTANCES

The whole school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the school.

KITCHEN / FOOD AND DRINK

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the school. Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the Hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the school.

CLEANING

It is the responsibility of the hirer to ensure that any facilities used are maintained in a clean and tidy state at all times. The cost of any additional cleaning and ground maintenance by the school will be charged to the hirer. If the facility is found to be in order at the commencement of a session it should be reported to a member of school staff on duty immediately.

CATERING SERVICES

The hirer shall take such steps as may be necessary to ensure caterers, or any other person supplying or serving refreshments or decorations etc., remove from the school premises all their property before the end of their hire period. In the event of any property belonging to the hirer or any other person left on the school premises, the Head teacher shall be entitled to remove the same and the costs deducted from the holding deposit held by the school.

STORAGE

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises they do so entirely at their own risk.

DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter contained in them, the decision of the school is final.

TERMINATION

If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.

GENERAL

This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

COMPLAINTS PROCEDURES

COMPLAINTS ABOUT HIRER

If the school has concerns about a let the following procedures will be followed:

- The Business Manager will verbally raise the concern with the named Hirer.
- The situation will be monitored for two sessions to allow the issues to be addressed.
- If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation. The Governing Body will be made aware of the concern at this stage.
- If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement from the Governing Body. This will be implemented 48 hours from the date of the letter of notification.

Please Note: If the Hirer deliberately breaks the conditions of usage or there are safeguarding concerns, the let can still be terminated immediately.

COMPLAINTS ABOUT THE SCHOOL

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

In the first instance talk to the Premises Manager or the Business Manager and discuss the problem. Allow 5 working days for the situation to be resolved.

If the complaint or concern at the informal stage remains unresolved then you can raise a formal complaint following the schools' Complaints Policy, a copy of which can be found on the school's website. Alternatively, you can request a paper copy from the school.

APPEALS PROCEDURE

If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the Governing Body.

The Governing Body's decision is final.

DATA PROTECTION ACT

All personal and sensitive data is collected and processed in compliance with the Data Protection Act 2018. For more information, please visit our published privacy notice on our website. A copy of our privacy notice can be provided upon request.

25. Appendix 1 Hire Charges



HIRE CHARGES 2024

Area / Space	Weekday Term Time 3.30 – 6pm (per hour)	Weekday outside Term Time 8.30 - 4pm (per hour)	Saturday (exceptional)	Sunday (exceptional)
Infant Hall	35.00	16.00	55.00	70.00
Junior Hall	35.00	16.00	55.00	70.00
Dining Room half	18.00	10.00	Not available	Not available
Dining Room Full	35.00	16.00	55.00	70.00
Dining Room Full and Kitchen	50.00	20.00	70.00	85.00
Training Room	25.00	15.00	40.00	55.00
Classroom	20.00	10.00	Not available on own.	Not available on own
Playground (per playground)	30.00	15.00	45.00	60.00
Insurance (If required)	Hirers Public Liability Insurance Premium is 8% of total hiring fee			
Indemnity Charge	A £100.00 refundable indemnity deposit is required at the time of the booking against damage to the premises and extra cleaning if the premises are not left as they were upon arrival.			
Deposit	A 50% deposit is required at the time of booking in order to secure the booking. Full payment of the booking is required 21 days prior to the booking taking place.			

The school reserves the right to offer a discount on the above charges where the hirer may be:

- Working with Hunters Hall children or the local community and is a non-profit making organisation
- In direct receipt of government funding to deliver specific programmes for improving outcomes for children and young people
- The hirer is supporting the school in meeting its obligations to provide wraparound care for the children

26. Appendix 2 Booking Request Form



BOOKING REQUEST FORM

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the Schools Business Manager.

SECTION 1: DETAILS OF PERSONS(S) HIRING PREMISES

Name of person responsible for booking:	
Organisation Name (Where applicable):	
Correspondence Address:	
Postcode:	
Contact Number (s)	Home
	Work
	Mobile
Email Address:	
Website Address (Where applicable)	

PURPOSE OF ACTIVITY

Purpose / Activity of Organisation:	
Date and Time of First Hire:	
Number of expected people attending:	Adults: Children:
Is this a reoccurring booking: (Please indicate frequency and number of occurrences)	YES / NO
Does this booking involve working with children under 18 or vulnerable adults	YES / NO If yes you will be required to complete the Safeguarding Declaration and provide relevant documents.
Does the purpose of the activity pose an additional risk to any individuals (sports activity)	YES/NO If yes please provide all relevant risk assessments.

FACILITIES REQUIRED

27. Appendix 3 Availability Covering Letter



Dear [contact name]

Thank you for submitting your Booking Request form to us.

We are pleased to say the area/s you have requested is/are available on the date(s) and time(s) of your request and we would be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you being signed and returned (if not done so already)].

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. We require 50% deposit to secure the booking, and £100.00 indemnity fee as explained in the lettings policy. We will invoice you for the full amount of the booking. Can you please arrange for the deposit to be paid in 14 days. The remaining amount is required 21 days prior to the date of your booking. Details of payment will be included on the invoice sent to you.

Before we are able to confirm the booking we will also require you to submit to us:

Proof of your public liability insurance (delete as appropriate, if not already provided)

Specify any other documents required

Completion of the Safeguarding Declaration and associated documents.

We have attached the following documents:

Details of emergency evacuation procedures in the event of a fire/similar emergency

Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

Should you have any queries or questions regarding the hire of the premises you can contact Ms. Gooding on the following email address:

mgooding@hunters-hall.bardaglea.org.uk

Yours sincerely

[staff member]

Please include preparation time and clearing / cleaning time in your start and finish times.

AREA / SPACE REQUIRED	START TIME	FINISH TIME	NUMBER OF HOURS

ADDITIONAL EQUIPMENT

Please detail equipment you may require from the school	
Please detail equipment you will be providing yourself:	
If you are providing electrical equipment please list the dates the each individual item was PAT tested:	

CONFIRMATION OF ACCEPTANCE

By signing below, I agree to the terms and conditions set out in the school premises policy, I have enclosed a signed copy of this. I have also provided a copy of indemnity insurance or am requesting it as part of this booking. Where applicable I have provided a copy of all or any relevant risk assessments. If I am working with children under 18 or vulnerable adults I understand that my request for booking will be subject to the completion of the Safeguarding Declaration and associated documents.

Signed:	
Name:	
Date:	