

Chestnuts Primary School

Lettings Policy

Adopted by: Chestnuts
Dated: Sept 2009

Date of Issue: September 2009

Next Review: (Every Two Years)

Reviewed: November 2013

Status: This policy is reviewed every 2 years by the school leadership team

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Chestnuts Primary School Lettings Policy

1. Conditions of Hire:

1.1 Terms & References

“The Owners” means the Governors of Chestnuts Primary School and the Agent means the Administrative staff of the School, including the Site Services Manager.

“The Hirer” means the person(s) signing the application form and in addition any organisation for whom they have stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.

1.2 Conditions of Hire

- Not more than the number of persons in the acceptance of application form or stipulated in the acceptance shall be allowed in the School premises at any one time. (see Section 6 of Hire Agreement)
- 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 Hirer is responsible for and shall indemnify the Owners against all damage to the School premises or equipment occurring during or in relation to the hiring or while persons are entering or leaving the school premises pursuant to the hire, however and by whosoever caused.
- The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or done or happen by any person using the School premises during or in relation to the hiring arising from any cause whatsoever or any loss due to any 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 temporarily close for the hiring to be interrupted or cancelled. The Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person reporting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury, but a formal written report should be made to the Owners within 24 hours.
- The right to remain on the School premises at any time during the hiring is reserved to the Owners and the Agent and any police officer.
- The Hirer must secure the preservation of order at all times, and take all reasonable steps to prevent injury, loss or damage to any person or property, on all occasions on which the premises are being used by virtue of such permission. The hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order.
- No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of any part of the School premises.
- The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state. Where equipment and furniture had been provided, the Hirer will ensure that these are in like condition and in position as found.
- The Hirer shall ensure all property brought into the premises for the purposes of the hiring are removed before the expiration of the hiring, The Owners shall not be responsible for any property left behind and reserve the right to levy a charge whilst it is on the premises or dispose of it.

- No slogans, advertisements, flags, emblem or decorations shall be attached to the outside of the School premises whether affixed to the same or freestanding.
- The Hirer shall remove any slogan, advertisements, 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 or fire or is likely to lead to a disturbance or breach of the peace.
- No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with. The Hirer shall ensure that users of the premises are aware of evacuation procedures and of the locations of emergency exits and fire-fighting equipment.
- No lights or other electrical apparatus shall be connected to the school electrical supply without prior permission. On permission being granted the Hirer should ensure that all are properly insulated and fused and electrical plugs and sockets shall not be overloaded.
- Cars must be parked in the spaces indicated and should be parked only for the duration of hire.
- The Hirer is responsible for observing regulations attached to any music and dancing licence and any theatrical productions.
- No alcohol may be consumed on the premises without prior permission from the Owners. All legal requirements regarding the sale and consumption of alcoholic liquor and the performing of plays and the exhibition of cinematography shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act of 1965. The Owners or the Agent must be furnished with proof that the provisions of the clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
- All scenery and costume used for stage performances and the like must be fireproofed, in accordance with current legislation.
- The Hirer shall make such provision for such insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.
- Hall: In order to protect the floor, spiked shoes or stiletto heels must not be worn on the premises, and Hall/PE equipment is in any case not to be used unless an adult with recognised qualifications for the activity proposed is personally in charge at all times.
- The Hirers of the Hall or any other part of the School Premises should ensure that suitably qualified supervision is available and also the users of such facilities must ensure that changing areas, showers and adjacent corridors are kept clean. Additional specific conditions may apply to individual sports areas.

2. Hire Agreement

All bookings must be accompanied by a "Hiring Contract"

All bookings must be paid in full seven working days prior to first letting date. A deposit of 25% must be paid and should accompany all completed "Hiring Contract".

The owners (by themselves or the Agent) reserve the right to terminate with immediate effect any activity, entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provision hereof in particular any suspected disorder, damage, offence or illegality.

Cancellation by the Hirer should be in writing and the Hirer must give at least three weeks notice.

The Owners reserve the right to ask for an additional but Refundable deposit for certain types of lettings.

The Owners reserve the right to change and/ or alter at any time these conditions. **Accepting of a hire slot and payment of deposits is deemed to be acceptance of these conditions.**

3. Damage / Cleaning Deposit

Damage /Cleaning deposit of £50 per letting will be payable at the point of booking to cover the potential costs with cleaning or making repairs for damage caused during the hire period. The school reserves the right to retain the deposit should the hire agreement be breached.

4. Monitoring and review

We are aware of the need to review the lettings policy regularly so that we can take account of new initiatives or changes in the law. All policies are reviewed over a three year cycle.

Signed: Chair of Governors **Dated:**

Signed: Head Teacher **Dated:**

Chestnuts Primary School

Black Boy Lane
London N15 3AS

Tel: 020 8800 2362 Fax: 020 8880 1372
Email: finance@chestnutsprimary.com

“Hiring Contract”
APPLICATION FOR HIRING SCHOOL PREMISES

To be completed by the person, aged 18 or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the Lettings Policy.

This application must be forwarded to the School Business Manager as early as possible and not less than 14 calendar days before the date of the proposed use.

1) Organisation/Person applying:

2) Person responsible for payment:

Address:

Postcode: Email:

Daytime Tel: Evening **and** Mobile Tel:

3) Contact Person (if different from No 2):

Address:

Postcode: Email:

Daytime Tel: Evening **and** Mobile Tel:

4) Nature or object of meeting/event:

5) **Accommodation required:**

| Room/Hall/Playground | Start Date | Finish Date | Time of proposed occupation | |
|----------------------|------------|-------------|-----------------------------|----|
| | | | From | To |
| | | | | |

6) Number of people expected to attend:

7) School equipment requested:
(Example: Chairs, Tables, Stage – see schedule of charges)

8) We do/do not intend to sell alcohol (if you do intend to sell alcohol arrangements must be discussed and agreed with the Owners). In circumstances that require a license the person/organisation will need to apply for an Occasional License for the sale and consumption of alcohol and provide the Owners with a copy of the license before hiring commences.

9) On behalf of the organisation/person described in (1), whose authority I have to bind them signing this application, I accept the Conditions of Hire described in Chestnuts Primary School Lettings Policy (attached) and agreed to pay the sum of £ (as specified in charge sheet).

Signed:(Hirer) Name:(Hirer) Date:

Signed:(School) Name:(School) Date:

(Please complete form in black ink for good photocopying and print throughout)

Conditions of Hire

- Not more than the number of persons in the acceptance of application form or stipulated in the acceptance shall be allowed in the School premises at any one time. (see Section 6 of Hire Agreement)
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- The Hirer is responsible for and shall indemnify the Owners against all damage to the School premises or equipment occurring during or in relation to the hiring or while persons are entering or leaving the school premises pursuant to the hire, however and by whosoever caused.
- The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or done or happen by any person using the School premises during or in relation to the hiring arising from any cause whatsoever or any loss due to any 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 temporarily close for the hiring to be interrupted or cancelled. The Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person reporting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury, but a formal written report should be made to the Owners within 24 hours.
- The right to remain on the School premises at any time during the hiring is reserved to the Owners and the Agent and any police officer.
- The Hirer must secure the preservation of order at all times, and take all reasonable steps to prevent injury, loss or damage to any person or property, on all occasions on which the premises are being used by virtue of such permission. The hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order.
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- All scenery and costume used for stage performances and the like must be fireproofed, in accordance with current legislation.
- The Hirer shall make such provision for such insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.
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- The Hirers of the Hall or any other part of the School Premises should ensure that suitably qualified supervision is available and also the users of such facilities must ensure that changing areas, showers and adjacent corridors are kept clean. Additional specific conditions may apply to individual sports areas.

2. Hire Agreement

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All bookings must be paid in full seven working days prior to first letting date. A deposit of 25% must be paid and should accompany all completed "Hiring Contract".

The owners (by themselves or the Agent) reserve the right to terminate with immediate effect any activity, entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provision hereof in particular any suspected disorder, damage, offence or illegality.

Cancellation by the Hirer should be in writing and the Hirer must give at least three weeks notice.

The Owners reserve the right to ask for an additional but Refundable deposit for certain types of lettings.

The Owners reserve the right to change and/ or alter at any time these conditions. **Accepting of a hire slot and payment of deposits is deemed to be acceptance of these conditions.**

3. Damage / Cleaning Deposit

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Section 6 Schedule of charges

NB.

All charges are calculated by the hour and invoiced to the nearest quarter hour.

1. Charges

| | Chestnuts Parent <small>(25% discount - N/A to Community Wed)</small> | Non Chestnuts parent |
|---|---|-----------------------------|
| 1.1 School Hall | £30 | £40 |
| (Community Wednesday) | £15 | £20 |
| 1.2 Classroom including Garden room | £22.50 | £30 |
| (Community Wednesday) | £15 | £20 |
| 1.3 Playground with toilet facilities | £30 | £40 |
| 1.4 Swimming Pool (<i>Only</i>) | £40.50 | £54 |
| (Community Wednesday) | £25 | £31.25 |
| <i>(See separate appendix 1 for terms & conditions)</i> | | |
| 1.5 Swimming Pool (<i>with instructor/lifeguard</i>) | £63 | £84 |
| <i>(See separate appendix 1 for terms & conditions)</i> | | |
| 1.6 School Kitchen | £100 | £112.50 |
| <i>(See separate appendix 2 for terms & conditions)</i> | | |
| 1.7 Separate Annex Building with playground | £30 | £40 |
| 1.8 Basement Storage (payable per week) | £10 | £12.50 |
| <i>(See separate appendix 3 for terms & conditions)</i> | | |

2. Equipment

Any additional equipment may be arranged / supplied by specific request. All equipment must be requested 14 days in advance of the booking.

Equipment - Schedule of charges *(Charged per event)*

Performance Stage £15
(Maximum size 4m x 3m)

Incorporated in the venue hire fee we include the use of 50 chairs, 20 tables and benches. For numbers greater than this there will be an additional charge. There is also an additional charge of £10 if you require seating and tables set up prior to your event starting.

NOTE:

These charges apply unless alternative charging has been agreed in writing with The Head Teacher, School Business Manager or Governing Body

Appendix 1

Hire of Swimming Pool

All the above conditions of hire apply to the swimming pool additionally;

Hire of pool only

- On hire of the swimming pool only the hirer will be solely responsible for the health, safety and welfare of the pool users during the entire period of the hire. The owners accept no liability for personal injury or loss of life during the entire period of the hire.
- The lifeguard provision for the entire period of the hire is the sole responsibility of the hirer who should ensure that adequate safety provision is in place.

Hire with Lifeguard/Instructor

- On hire of the swimming pool with instructor/lifeguard the Owners will ensure that appropriately trained and qualified lifeguard staff are available during the entire period of the hire.
- The hirer shall remain responsible for behaviour and supervision of users whilst they are using the changing rooms – the provision of the lifeguard is to ensure water safety in the pool only. The owners take no responsibility for accidents, loss or damage outside the pool.
- The period of hire is determined by the length of time the hirer will be using the pool house which includes the swimming pool and changing facilities.
- Pool hirers may use our swimming lesson resources during the hire, however, any loss or damage of equipment will be charged.

Appendix 2

Hire of School Kitchen

All the above conditions of hire apply to the school kitchen additionally;

Hire of the school kitchen

- The hire of our catering facilities / school kitchen is made by special arrangement only.
- On hire of the school kitchen the hirer will be solely responsible for the health, safety and welfare of the kitchen users during the entire period of the hire and the food consumers. The owners accept no liability for personal injury or loss of life during the entire period of the hire or as a consequence of food consumption which is prepared in the kitchen.
- Prior to the hire date the owners will require a copy of certificated evidence that the hirer using the kitchen has at least a food hygiene certificate and that the certificated person will be responsible for the preparation and service of the food.
- The catering facilities should be left in a clean tidy condition (as it is found) with all surfaces disinfected and floors cleaned. Any catering equipment used should be cleaned after use, again left in the condition in which it is found.
- There will be an additional charge for use of school cleaning materials (washing up liquid, disinfectant or cleaning agents – this will be calculated, billed separately and taken from the deposit balance at the end of the end of the hire.

Appendix 3

Hire of Basement Storage Space

All the above conditions of hire apply to the school basement Storage Space additionally;

Hire of Basement Storage Space

Please note that the School will not insure the Hirer's goods whilst they are on Site. The Hirer remains responsible for the insurance of all goods stored.

- Only the storage hirer and persons authorised in writing or accompanied by the storage hirer will be allowed to have access to the basement.
- No access to the basement will be permitted outside Access Hours. (*Access hours 7.30am – 10.30am and 2.30pm – 5pm*)
- The school reserves the right to refuse permission to store the following items;

You must not store any of the following in the School:-

1. Food or perishable goods.
 2. Combustible or flammable materials or liquids such as gas, compressed gases, paint, petrol, oil or cleaning solvents.
 3. Firearms, explosives, weapons or ammunition.
 4. Chemicals, radioactive materials, biological agents.
 5. Toxic waste, asbestos or other materials of a potentially dangerous nature.
 6. Any item which emits any fumes, smell or odour.
 7. Any illegal substances, illegal items or goods illegally obtained.
- The Hirer must pay the School storage fees for a minimum storage period of one month and all storage fees must be paid in advance.
 - If the storage fees fall into arrears the Hirer will have one calendar month to clear the arrears, after that period the storage contract will automatically be terminated and the School reserves the right to recover possession of the storage area and move the Hirers goods to the nearest alternative storage facility available for such purpose and charge the Hirer for all reasonable costs incurred by the School in moving and storing your goods.
 - The School reserves the right to, (if we still do not hear from the Hirer, having given 14 days further notice,) sell some or all of your goods for the best price reasonably available to discharge any outstanding storage fees due to the School and to recover incurred costs.
 - If the proceeds of sale are insufficient to discharge the Hirer's outstanding storage fees due to the School then the Hirer will remain responsible for the balance and the School will take action to recover the outstanding fees.
 - Either the School or Hirer may terminate this Agreement as follows:-
 1. By either party giving at least one Calendar months written notice

2. If the Hirer should breach the hire agreement and after being given 14 days notice by the school of the breach is not rectified.
- The school reserves the right at any time to modify this hire agreement and to change, impose new or additional Terms & Conditions on existing contracts. Such modifications and or additional Terms & Conditions will be notified to the Hirer in writing giving 14 days notice.
 - The School reserves the right to amend storage fees at any time, giving the Hirer at least 14 days written notice and the new storage fees shall take effect after this 14 day notice period. The Hirer may terminate this agreement without charge at any time before the new storage fees take effect.
 - If the Hirer needs to contact the School, contact should be made via the address at the top of the Hire agreement. The school will contact the Hirer at the address supplied in the Hire agreement unless you let us know in writing of a different address.

Chestnuts Primary School

Guidance for the Lettings Officer

Letting Date:

Arrival Time: Departure Time:

Name of Hirer:

Venue hired:

Description of hire:

.....

Additional Equipment requested and agreed:

.....

.....

Any special arrangements:

.....

.....

Notes for Lettings Officer:

On the back of this form is a lettings checklist which you will need to go through with the hirer on arrival and again on departure. The lettings checklist is important because deposits will be reimbursed on the basis of this information. Work your way through the checklist ticking off all the elements as you discuss them with the hirer. Once the checklist is complete it should be signed by you and hirer.

Lettings Check List

Below is a list of vital information which will help your letting at Chestnuts Primary School run smoothly and safely. It is important that you and the Lettings Officer spend a few minutes at the start of the letting going through this list to ensure you are familiar with our building and safety arrangements. The Lettings Officer will also go through the list at the end of the letting and sign off to approve that the building has been left in a fit state as outlined in the lettings policy.

| Description | L.O Initials | Hirer Initials |
|---|--------------|----------------|
| Areas of hire; Go through the areas that have hired and the restricted areas | | |
| Fire Evacuation; Go through fire evacuation procedures and the sound of the fire Alarm. Hirer has responsibility to clear the venue. | | |
| Security; Hirer made aware of security of the premises and the need to have The front entrance door supervised throughout the let | | |
| First Aid; Hirer made aware of access to emergency first aid equipment if Required and the requirement to report any accidents to the Lettings Officer | | |
| Supervision of children; The hirer to be made responsible for the supervision of children at All times during the let. The health, safety and welfare of children At the venue remain with the hirer. | | |
| Toilets; The hirer is aware of the toilet facilities which have been available for the period of the hire. | | |
| End of hire arrangements; All equipment replaced and the hire venue cleaned so it is left the Same condition in which it was found. That all rubbish be taken out to the bins | | |
| Damage to school building or equipment; In the event of a breakage the hirer should report this to the Lettings Officer, who will inform the School Business Manager | | |

On Departure:

| | | |
|---|--|--|
| Venue cleanliness; The venue has been handed back to the lettings officer in a clean And tidy condition | | |
| Damage to school building or equipment; There have been no reports of damage to equipment or the building | | |

Signed:
Lettings Officer

Signed:
Hirer