



Hemingford Grey  
SCHOOL

**LETTINGS POLICY  
(INCORPORATING LETTINGS  
CHARGES AND APPLICATION  
FORM)**

Reviewed and approved:

**February 2019**

## **1 CONDITIONS OF HIRE**

- 1.1 Applications for the hire of the hall or any of the listed hireable rooms must be in writing on the enclosed form (Appendix 1).
- 1.2 The scale of charges and hours of letting are set out on the enclosed sheet (Appendix 2).
- 1.3 For occasional hirers a deposit of 25% of the total charges payable is due with the application and the balance must be paid within 28 days of the hire date.
- 1.4 Applications may not be made earlier than 53 weeks before the date of the hiring and are taken in the order in which they are received.
- 1.5 In the event of a revision of the charges for the hire after the date of application and before a hiring is confirmed by the school governors the hirer shall pay the revised charges.
- 1.6 The Governors have the absolute right to refuse any application for hire.

## **2 CANCELLATIONS**

- 2.1 The hirer may cancel a booking upon giving fourteen days' notice in writing. (Shorter notice may be agreed with regular hirers provided that there are no additional costs or loss of other income to the school.)
- 2.2 If the building or the room hired is not re-let on the date or dates in question the deposit may be forfeited.
- 2.3 If a hiring is cancelled within fourteen days (or an agreed alternative period) of the date of the hiring, the hirer will pay the balance of the charges that are due.
- 2.4 The school governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control and to return to the hirer any monies paid by way of deposit but the governors shall not be under any liability to the hirer for any loss or damage they may sustain out of such a termination.

## **3 FACILITIES AVAILABLE**

- 3.1 It is the hirer's responsibility to ensure that the number of attendees does not exceed the maximum allowed numbers according to the relevant regulations for the type of function proposed.

## **4 LICENCES/LEGALITIES**

- 4.1 The conditions attached to the premises licence and the stage play licences shall be duly observed. A copy of such licences may be seen on application and the hirer shall be deemed to have had notice of all such conditions.
- 4.2 No excisable liquor shall be sold without the permission of the school and unless the relevant licence or permission required under the Licensing Act 2003 or any subsequent legislation has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.
- 4.3 The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
- 4.4 If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Gambling Act 2005 or any subsequent amending Act are fully observed and complied with.
- 4.5 The Hirer shall be expected to comply with the regulations of the Performing Rights Society.
- 4.6 The premises are subject to the normal Sunday trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from the District Council Offices.

## **5 HIRER'S RESPONSIBILITIES**

- 5.1 No nail or fastening of any kind shall be driven or put into or on to any wall, partition, pillar or other fittings or furniture. (Hirers can consult the caretaker about the availability of fixings to which decorations may be fixed and the caretaker will indicate these to any hirer).
- 5.2 Electrical equipment must not be brought into the premises unless:
- (a) The arrangement has been approved in advance with the hirer, and
  - (b) The equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force.
- The hirer is responsible for inspecting and certifying the safety of any non-electrical equipment brought on to premises by them or their invitees or their agents.
- 5.3 The hirer shall repay to the governors on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or their invitees, servants or agents during the period of hire.

- 5.4 The Hirer shall not assign the benefit or burden of the hiring or sublet or share possession of the premises or any part thereof.
- 5.5 The hirer shall indemnify the school governors and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
- 5.6 The cloakrooms will be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.
- 5.7 The hirer shall arrange insurance to cover the terms of indemnity set out in clauses 5.3 and 5.5 above and produce for inspection written confirmation from the insurance company or broker concerned.
- 5.8 No letting will be made without confirmation of suitable insurance.
- 5.9 All areas used are to be left in a clean and tidy condition at the end of the function. Waste material should be disposed of according to the school's environmental policies or removed from the site by the hirer.
- 5.10 The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the school is prohibited. When the premises are hired for purposes which may cause damage to the floors the hirer must protect the flooring with a suitable covering.
- 5.11 The hirer must comply with all safeguarding requirements for the protection of children and vulnerable adults on the premises. The school will require evidence that suitable arrangements have been made, including a child protection policy statement consistent with school policies and confirmation of DBS checks on all adults involved with supervising children.
- 5.12 All functions held on the school premises must end by 10.00 pm on the day of hiring. (Alternative times may be agreed by special arrangement.) The Attention of the Hirer is drawn to County/District Council By-Laws relating to excessive noise and public nuisance.
- 5.13 All doors and windows within the hired area must be secured before leaving.

## **6 PROVISION OF STEWARDS**

- 6.1 The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:

- The orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency.
- The safety of the premises and the preservation of good order and decency therein.
- Ensuring that all fire doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.

6.2 Hire for discos and like events will require specific agreements with the school with regard to stewarding, serving of food and drink, supervision of toilets etc.

## **7 EMERGENCY CONTACT DETAILS**

7.1 In the event of emergency during the period of hire, the hirer should refer to the emergency contact details provided to them by the school.

## **8 HEALTH AND SAFETY**

8.1 No smoking is permitted anywhere on the school premises or grounds.

8.2 Users of premises are reminded of their responsibilities under the Health and Safety at Work Act 1974

8.3 No persons shall intentionally interfere with or misuse anything provided in the interests of health safety or welfare in line with the relevant statutory provisions.

8.4 Hirers should have their own First Aid Supplies. ALL accidents, no matter how insignificant, must be reported to the school.

8.5 Hirers should have access to a mobile phone for use in case of an emergency. Hirers should also refer to the Lone Working Policy, available from the school office and on the school website.

## **9 FIRE INSTRUCTIONS**

9.1 In case of a fire the hirer will adhere to the fire instructions displayed in the premises

## **10 VEHICLE PARKING/RESTRICTIONS**

10.1 Parking of vehicles must be restricted to the designated parking area(s) as stipulated from time to time by the school.

10.2 The speed limit for vehicles within the school grounds is 5mph.

## **11 GENERAL**

11.1 The governors reserve unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.

11.2 The school governors may, by prior arrangement, allow a hirer reasonable time to clear up and remove property either at the end of the hiring or on the following morning but in any event the premises must be clear of all property by 8:00am on the date after a hiring (unless otherwise agreed in exceptional circumstances). The governors do not undertake safe custody of property remaining on the premises.

11.3 The hirer must not do in or near the premises any act or thing which may cause the Local Authority, the school or the school governors to incur or become liable to pay any penalty damages compensation costs charges or expenses

11.4 The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law or by any byelaws applicable to the hirer's use of the premises.

11.5 The school premises will not be let to individuals or organizations if there is reason to believe that the name of the school will be brought into disrepute.

11.6 Sub-letting is not permissible.

## **12 SCALE OF FEES AND CHARGES**

12.1 These are shown in Appendix 2.

12.2 Revisions of charges may be made with effect from 1st September each year.

**Appendix 1**  
**Hemingford Grey Primary School**  
**APPLICATION FOR THE HIRE OF SCHOOL PREMISES**

Room(s) required: \_\_\_\_\_

Is the use of school meals facilities required?                      YES/NO

Date(s) of proposed hiring: \_\_\_\_\_

Between the hours of \_\_\_\_\_ and \_\_\_\_\_

Nature of function for which premises are required: \_\_\_\_\_

\_\_\_\_\_

Furniture/equipment required: \_\_\_\_\_

Will you be organising a bar?    YES/NO

[If yes, please remember that you must liaise with the school about the necessary premises licence and produce a relevant personal licence for a Designated Premises Supervisor who will attend the event.]

Will you require early entry to organise the hall?                      YES/NO

[If yes, please indicate a time    ]

I certify that I am not less than 18 years of age, that I have read the conditions governing the letting of the school currently in force, that I accept responsibility for observance of those conditions and agree to pay on demand the lettings charge hereby incurred.

I hereby indemnify the Local Authority, school staff and governors against all claims in respect of injury, loss or damage (including damage to the school premises) arising from this letting. In requiring this undertaking the Education Authority does not seek to absolve itself or any employees from liability as owners/occupiers of the premises.

I acknowledge that there is a non-smoking policy for the whole school site and will ensure that this is upheld during this letting.

Signed:    Name:

Date:  
Organisation (if any) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tel:    E-mail:

**APPENDIX 2 - HEMINGFORD GREY PRIMARY SCHOOL**  
**LETTINGS CHARGES**

	<b>First Hour</b>	<b>Subsequent Hours</b>
<b>Standard rate</b>		
Classroom	6.80	3.40
Hall	14.20	7.10

**Subsequent hour rates will be applied where considered appropriate.**

**Reduced rates may be charged at the school's discretion.**

**Current charges effective from September 2018.**