



Huntington

Community Primary School

Lettings Policy

2023-24

Date Approved by Finance & Personnel Committee: 04/10/23

Signed 

Head Teacher

Signed 

Chair of Governors

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STATEMENT OF INTENT

The Governing Board regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Board is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Though we let the premises out, the school is aware that this can pose certain concerns, such as in terms of safeguarding, so this policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

There is also important information that this policy communicates to organisations who let the premises from the school, such as health and safety matters and insurance arrangements.

1. LEGAL FRAMEWORK

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'
- DfE (2022) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'

This policy operates in conjunction with the following school policies:

- First Aid Policy
- Health and Safety Policy
- Safeguarding Policy
- Surveillance and CCTV Policy
- Manual Handling Policy
- Data Protection Policy

2. DEFINITIONS

For the purpose of this policy, a “**letting**” is defined as any use of the premises by either a community group, e.g. a football club, or a commercial organisation.

The school will let out its premises; however, the letting arrangement will not interfere with the primary activity of the school, which is to provide a high-quality education and safe teaching environment.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Board meetings, out of school hours learning support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are, therefore, a legitimate charge against the school’s delegated budget.

3. ROLES AND RESPONSIBILITIES

Whilst the Governing Board is responsible for lettings, the day to day management of decisions about lettings is delegated to the Headteacher subject to the Finance & Premises Committee of the Governing Board being advised of the Headteacher’s recommendations:

- Agreeing fair prices for the use of the premises; these will reflect the condition of the facilities but remain competitive enough to be accessible to the wider community.
- Working with the headteacher to ensure all relevant policies and procedures are implemented and made available to hirers.
- Contacting the LA and the DfE.
- Contacting a legal expert with regards to transactions, for specialised guidance.
- The overall oversight of the letting.

The headteacher is responsible for:

- Advising the Finance & Premises Committee of the Governing Board of the school’s lettings and recommendations.
- Acting as or appointing a designated premises supervisor.
- Ensuring that the school has the correct insurance in place for hiring out the premises.
- Checking the hirer has the appropriate public liability insurance.
- Working with the site manager to ensure the premises are fit for use.
- Ensuring hirers familiarise themselves with the relevant school policies and procedures (e.g. fire safety precautions).
- Conducting a risk assessment, in liaison with the provider, to determine whether the arrangement would pose a risk to the primary activities of the school and its

pupils, ensuring that any safeguarding risks associated with the letting are identified and addressed.

- Reviewing and, where necessary, amending the school's Letting Premises Risk Assessment to help ensure the safety of the hirer, their visitors and the school building.
- Reviewing the relevant safeguarding checks carried out by the hirer to ensure they comply with the school's policies.

The Site Maintenance Officer (SMO) is responsible for:

- Ensuring the facilities and equipment requested are clean and in a good working condition for each hirer.
- Working with the hirers to ensure high levels of security are maintained.
- Showing the hirers how to properly secure and lock the premises after use.
- Organising any repairs and/or replacement of equipment.
- Ensuring the hirer is made aware that CCTV cameras are installed within the school and ensure they have read the Surveillance and CCTV Policy.

The School Business Manager (SBM) is responsible for:

- Being the main point of contact for data protection enquiries from current and potential hirers of the school premises.
- Ensuring that the statutory privacy information is provided to the hirer.
- Assisting the hirer with any data breach investigation, where necessary.
- Ensuring that the school's Privacy Notice for Third Parties is kept up-to-date, and that it is published on the school's website.
- Ensuring that the hirer's information is stored in accordance with the Data Protection Policy.
- Handling any queries from the hirer.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire.
- Leaving the premises in a clean and tidy condition.
- Working with the site manager to ensure that the premises are secure after use.
- Obtaining adequate public liability insurance to a minimum of £10 million.
- Providing the Headteacher with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the Headteacher.

- Reading the school’s safeguarding policies and procedures and ensuring they understand and apply the rules and procedures detailed within.
- Informing Headteacher and Governing Board of the activities that will be undertaken on the premises.
- Adhering to the school’s Letting School Premises Risk Assessment.

4. CHARGES

The Governing Board is responsible for setting charges for the letting of the school premises. A charge will be levied which can cover the following:

- Cost of services (e.g. heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”
- Cost of administration
- Cost of “wear and tear”
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the hirers involved.

The Governing Board can make a reduction to the agreed costs when there is a clear rationale to do so – for example, where there are significant benefits for the pupils of Huntington Community Primary School.

The Governing Board will be guided by the charges and advice set out in CWAC’s *School Lettings Charges* document (see Appendix).

The charge issued for each letting will be reviewed annually by the Governing Board.

The review of charges will take place in the Autumn term, for implementation once the policy has been approved (or once the CWAC charging schedule for that year has been made available, whichever is later).

Hirer Deposit

The school may require a 10% deposit of the overall fee to be paid to the school to secure a booking. The remaining amount will be paid to the school on or before the requested booking date.

Hirers will provide the school with at least five days’ notice before cancelling a one-off booking (if hirers fail to comply with this requirement, the school may keep the hirer’s deposit).

Outstanding Fees

If the whole fee has not been paid, the school reserves the right to refuse the hirer entry to the premises.

In the event any fees are outstanding after the hirer has used the premises, their organisation may be barred from using the school facilities until the full amount has been paid.

There will be a grace period of 30 days for payment to be made; after this period, if a payment has not been made, the school will seek additional legal advice for payment to be recovered.

Hirers will be responsible for meeting the full costs of any damage to school premises and property that occur during their period of hire.

5. VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). Guidance will be sought where required.

6. MANAGING LETTINGS

The Governing Board has overall responsibility for the management of lettings.

The SBM will be delegated the day-to-day management of the lettings.

The headteacher may delegate aspects of the management of lettings to other relevant members of staff, such as the SMO.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the Governing Board.

Administration of lettings

Organisations seeking to hire the school premises should initially approach the School Business Manager, who will identify their requirements and clarify the facilities available. A *School Premises Hiring Application* form will be provided by the school and the hirer will complete and return this for consideration (see separate document *School Hiring Agreement*). The Headteacher/Governing Board has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed in writing.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting, and enclosing a copy of this policy and a School Hiring Agreement for the hirer to sign.

The letting should not take place until the signed School Hiring Agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Board's current scale of charges.

The hirer should be a named individual and the School Hiring Agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's independent bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Fees can be paid by cheque or bank transfer. The hirer will state how they intend to pay in their application form.

The SBM will provide the hirer with the relevant bank details.

Sub-letting of any kind is strictly prohibited. If the school receives any evidence pertaining to plans to sub-let, all bookings that the hirer has made will be cancelled.

7. TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

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.

Persons may have to undergo, at the discretion of the Governing Board, a DBS check. If a particular letting involves contact with the school’s pupils, all personnel involved must undergo a DBS check without exception. These checks must be made by prior arrangement with the Headteacher, with enough notice in advance to ensure that the checks can be carried out in time. The hirer will normally be expected to cover the cost of the DBS check.

The school cannot be held responsible for the quality assurance of activities provided by any hirer that lets the school premises out of school hours.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and (where applicable) the Hirer must adhere to the correct adult/pupil ratios at all times.

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.

Damage, Loss or Injury

The Hirer must have appropriate public liability insurance in place. This must cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this

insurance cover is £10 million. The Hirer must provide the school with the appropriate certificate of insurance cover before the letting can be confirmed.

Insurance for One-off Lettings

Individuals are expected to have appropriate insurance in place for one off lettings and must provide evidence of this. The minimum acceptable limit of liability should be £10 million.

If the Governors have agreed for a Letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.

Neither the school, the Governors, nor the Local Authority, will be responsible for any loss suffered, injury to persons or damage to property arising out of the letting of the premises. All such loss, injury or damage shall be the responsibility of the Hirer.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the full cost of BT added replacement any reparation required.

School Equipment

This can only be used if requested on the official request form and if its use is approved by the Headteacher and confirmed in writing. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the school's Site Maintenance Officer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements unless otherwise specified.

First Aid Facilities

The school does not provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Food and Drink

No food or drink may be prepared on the property without the direct permission of the Governing Board, in line with current food hygiene regulations.

Nuts: the school is a nut-free site – no products containing nuts should be prepared on or brought onto the site.

All litter must be placed in the bins provided. A charge may be made if additional cleaning is found to be necessary after a hire.

Intoxicating Liquor

No intoxicants shall be brought onto or consumed on the premises without prior permission.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted. This includes the use of e-cigarettes.#

Copyright or Performing Rights

The Hirer shall not infringe any copyright or performing right.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Board on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given (or 5 days' notice in the case of a one-off letting). It is the Hirer's responsibility to notify clients in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

Where appropriate, the Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. This cost will be included in the charge for the letting. Only agreed key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Board of the school.

Right of Access

The Governing Board reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Board may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playgrounds, as per the emergency evacuation plans displayed within the school. The Hirer must have immediate access to participants' emergency contact details and must have the use of a mobile phone. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Scale of charges

The Governing Board will be guided by the charges and advice set out in CWAC's *School Lettings Charges* document (see Appendix). Hire charges are reviewed annually and the current charge is set out in each individual Third Party Hire Agreement.

8 SAFEGUARDING

Organisations submitting a lettings request involving working with children and/or young people must provide a signed copy of their current Safeguarding Policy before a letting is confirmed. The school will ensure that appropriate safeguarding arrangements are in place when letting school premises or facilities that involve work with children.

Where the hiring of school premises or school facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements. Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's Safeguarding Policy prior to the commencement of the letting.

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included in the school's hire agreement document.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

All hirers will state the purpose of the hire.

Each application will be vetted by the Designated Safeguarding Lead (DSL) – currently the headteacher.

When determining whether to approve an application, the Headteacher will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the headteacher immediately.

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and the headteacher will ask the person or group to leave the school premises (or contact the police if they refuse to do so).

All hirers will read and review the school's Safeguarding Policy.

9. EMERGENCIES AND HEALTH AND SAFETY

The headteacher will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors. The hirer will also provide a risk assessment covering their intended activities onsite.

The headteacher will show hirers where first aid kits are, should they be required. It is expected that the hirer will have a certified first aider on site at all times during the hire.

Smoking is not permitted on the premises at any time.

The hirer will familiarise themselves with the school's relevant risk assessments before using the premises.

The headteacher will make copies of the school's Fire Evacuation Plan available to the hirer on arrival at the school.

The hirer will be shown the school's fire exits and evacuation points by the SMO or headteacher on arrival.

The hirer will be provided with a copy of the school's Health and Safety Policy and will be expected to act in accordance with it at all times.

10. USING THE SITE

The hirer will liaise with the SMO to ensure the school remains secure before, during and after use.

Hirers will be given an emergency contact number for the SMO in case of any security breach.

The school premises are closed after 10:00pm to avoid any noise complaints from neighbouring residents.

Keys/security codes will not be passed to any hirer or other person without written permission from the Governing Board.

The SMO will return to the site before the last hirer leaves, to ensure the site is clean and secure ready for the next day (unless the hirer is also a member of school staff).

The school uses a 'three strike' rule when handling noise complaints lodged against hirers:

- **Strike one** – hirers will receive a verbal warning about their conduct on the school property and be warned that repeated offences will result in their booking privileges being suspended.
- **Strike two** – hirers will receive a second verbal warning and a letter explaining that the school takes a zero-tolerance approach to any excess noise. This letter will outline that any fines for noise that the school is issued may be passed on to the hirer if there is sufficient evidence to do so.
- **Strike three** – the hirer will be barred from booking the school premises for any activity for a period of two months. The Governing Board also expects the hirer to issue an apology to the school and complainant in writing.

The use of public announcement systems and loudspeakers must be agreed with the headteacher: this agreement must include a maximum noise level which is not to be exceeded.

The school's car park is available to hirers during their time on the premises; however, the Governing Board and school will not accept responsibility for any loss, damage or accident that may occur whilst the car park is in use.

Hirers will only use the car parking spaces allocated and, should any additional spaces be required, the SMO will find suitable spaces on the school grounds.

In the event of additional parking being required, the SMO will ensure the school premises remain accessible to the emergency services, should they be required.

Alcohol will not be brought onto, or consumed on, the premises unless the school holds a licence to sell alcohol and this has been agreed in writing with the headteacher.

11. EQUIPMENT

Hirers will identify any equipment they require from the school and detail this in their application form; hirers must seek permission from the headteacher to use any additional equipment once the form has been submitted.

The SMO will conduct an inventory of all the equipment that the hirer requests, noting its condition. The SMO will review this inventory after the hirer uses the equipment to ensure its proper use.

Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the headteacher. Where permission has been granted, the site SMO will oversee the move.

If a furniture move has been agreed, the hirer and SMO will negotiate restoring the premises back to its original state.

Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements.

Any seating provided is limited to the number of chairs on the premises.

Hirers are allowed to bring their own equipment on to the premises; however, they will be required to acknowledge this in their application form.

The hirer will ensure that any equipment that they provide meets the relevant health and safety standards.

The school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises.

CCTV systems will be used to monitor events and identify incidents taking place whilst the premises are in use, in accordance with the school's Surveillance and CCTV Policy.

Hirers will report any stolen or missing equipment to the site manager immediately.

No food or drink may be prepared on or brought onto the premises due to the risk of cross contamination in relation to children with nut allergies.

12. DATA PROTECTION

The school will adhere to the Data Protection Policy at all times.

The SBM will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation.

The SBM will provide hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties.

The SBM will ensure that the hirer's information is processed in accordance with the UK GDPR and Data Protection Act 2018.

13. MONITORING AND REVIEW

This policy is reviewed annually by the Finance & Personnel Committee.

The scheduled review date for this policy is October 2024.

Any changes made to this policy will be communicated to all relevant members of staff and all hirers.

Appendix 1: School Premises Hiring Conditions & Application Form



HUNTINGTON COMMUNITY PRIMARY SCHOOL

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS

1. In this Agreement:
 - 1.1 “the Owners” means Cheshire West and Chester Council of 58 Nicholas Street, Chester CH1 2NP
 - 1.2 “the Agent” means the Headteacher.
 - 1.3 “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.
 - 1.4 “the School Premises” means the above-mentioned School or any part of it

2. The Hirer shall:
 - 2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
 - 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
 - 2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
 - 2.4 not permit any animals to be brought onto or kept on the School Premises.
 - 2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
 - 2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £10 million for the period of hire. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place.

For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.
 - 2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

- 2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.
- 2.9 shall ensure that at all times good order is kept on the School Premises.
- 2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school 'phone must be paid for unless they are genuine emergency calls.
- 2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.
- 2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.
- 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- 2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.
- 2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.
- 2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
- 2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.
- 2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.
- 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
- 2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
- 2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
- 2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- 2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining DBS disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.
- 2.27 ensure that payment is made by cheque to "Cheshire West and Chester Council" and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until

full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.

- 2.28 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer
 - 2.29 at all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction
 - 2.30 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring
- 3 This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

HUNTINGTON COMMUNITY PRIMARY SCHOOL**SCHOOL PREMISES HIRING APPLICATION**

To the Headteacher of the above-named School acting as the Owner's Agent

1. I.....
of (address)
telephone number/s (day time and evening)

hereby apply for the hire of the following parts of the premises of the above mentioned School

.....

.....

from.....am/pm on.....

until.....am/pm on.....

for the purpose of.....

2. I agree to pay for such hire the following sums, namely: £

Hire charge.....

3. Not more than persons shall be allowed on the premises during the hiring.
4. I have read, understood and agree to observe and perform the Hiring Conditions attached to this application – **including that all electrical equipment brought onto the premises must be PAT tested prior to use.**
5. I enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

Risk assessment for our proposed activity.

Evidence of public liability cover in a minimum sum of £10,000,000.

Safeguarding Policy (if the hire involves children/young people).

6. I confirm that I have seen evidence that enhanced DBS checks have been carried out on all appropriate individuals responsible for the proposed activities and I am satisfied that based on this information they do not present a risk to children.
7. This hiring is on behalf of..... whose authority I have to bind them
by signing this application on their behalf.

Signed

Dated.....

NOTE: All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused.



HUNTINGTON COMMUNITY PRIMARY SCHOOL

SCHOOL PREMISES HIRING APPLICATION

To (the applicant)

Your application datedto use

on at the cost of £..... has been approved/not approved.

Signed(Headteacher/for Headteacher)

Dated

Appendix 2: CWAC School Lettings Charges 2023-24

Schools Lettings Charges - Academic Year 2023/24

These letting charges have been designed to be used as a guide when charging for the use of school or youth facilities to recover typical premises, cleaning and caretaking costs (reflecting Local living wage pay scales) and administration/overheads.

Schools are advised to use their own discretion when deciding on the exact charges to be levied. Please take into account local conditions and levels of charging from similar venues.

These figures are updated annually using Government statistics and this version is based on August 2023 CPI

Community and Commercial charges

The recommended charge for the use of school and youth centre premises for community and commercial use for the 2023/24 academic year is as follows :

	CW&C Adult & Community Learning Usage	Public Community use (2/3 of actual cost return rate)	Outside company Profiting from the letting Commercial use Actual cost return rate
	£ per hour	£ per hour	£ per hour
<u>(i) Primary Schools:</u>			
- Hall	20.90	41.80	62.70
- Classroom	13.55	27.10	40.65
- Subsequent Classroom	2.17	4.33	6.50
<u>(ii) Secondary Schools:</u>			
- Hall	27.08	54.17	81.25
- Classroom	13.83	27.67	41.50
- Sports Hall	51.00	102.00	153.00
- Gymnasium	26.52	53.03	79.55
- Changing room	12.10	24.20	36.30
- Subsequent Classroom	2.43	4.87	7.30
- Squash Courts	12.77	25.53	38.30
- IT Suite	13.83	27.67	41.50
- Art & Craft Studio	13.83	27.67	41.50
- Cookery Room	13.83	27.67	41.50
- Centre Head Office	13.83	27.67	41.50
<u>(iii) On cost for Sunday and Bank holiday lettings</u>	3.20	6.40	9.60
<u>(iv) Sports Facilities</u>		£ per game	
- Tennis / Netball		8.81	
- Football / Rugby / Hockey / Cricket			
Weekday		48.64	
Weekend		64.44	
 - Synthetic Pitches		£ Per Hour	
Full Size Pitch		74.82	
Half Size Pitch		47.57	
1/3 Size Pitch		42.57	

Election charges

The recommended charges relating to Elections have now been removed.

Schools maintained by Local Authorities are obliged to provide free of charge a room in a school for election purposes.

The Returning Officer is only obliged to make good any damage and to pay any additional caretaking costs

Currently CW&C will reimburse caretakers direct for the extra hours they work on Polling Day.

Historically the Returning Officer has also paid schools an amount towards the cost of any additional heating and lighting expenses.

Queries relating to charges and other related matters should be made to SchoolsFinanceTeam@cheshirewestandchester.gov.uk