



## Little Sutton Primary School

### Policy & Conditions for Hire of School Accommodation & Playing Fields including extra curricular clubs

#### 1. Bookings

- 1.1. All applications for the hire of accommodation must be made on the appropriate form and be submitted to the Education Lettings Division or to the Head Teacher not less than 15 days before the date of the function.
- 1.2. No applications can be made by young persons under the age of 21 years.

#### 2. Insurance

- 2.1. As a condition of hire the Hirer must have Public Liability Insurance cover in the name of the Hirer and valid for the period(s) of hire.

#### 3. Deposits

- 3.1. A deposit of £100 (for social functions at which food and drink is served) The deposit will be returned in full within 14 days of the function subject to the premises being left to a required standard.
- 3.2. **This deposit will be waived for school-related functions.**

#### 4. Charges with effect from September 2018

- 4.1. Lunchtime clubs /after school clubs;  
Will be charged at £50.00 per club per term or £25 per half term or part thereof. This is a non-negotiable flat rate applying to all external providers of clubs for pupils using the school premises.

Hire of hall or classroom will be charged at £20.00 per hour.

Hire of field will be charged at £10.00 per hour. Should additional facilities become available e.g. toilet block the charge may increase

Hire of boardroom facilities will be charged at £100.00 per half day or £190 per whole day. Separate charges apply per person for any catering required. Details are available on request.

*Details are shown on application forms as to charges for keys etc where necessary.*

- 4.2. Hirers will be billed at the start of the term of use.
- 4.3. For single day lettings the full hire charge shall be paid not later than five days before the function. Any further charges which may become payable must be paid within seven days of the date of the function.
- 4.4. Charges applicable at the time of the function will be deemed to be part of the conditions of hire.
- 4.5. The Governing Body reserve the right to alter charges without notice.  
The charge payable shall be that applying at the time of the hire not at the time of the application.
- 4.6. If the club is organised by the school and the instructor is paid by the school then there will be no letting fee.
- 4.7. If the instructor provides regular free instruction during curriculum time then the letting charge may be waived at the Head Teacher's discretion.

#### 5. Additional Charges/Fees

5.1. Extra charges may be applicable if additional work is required of the caretaker e.g. cleaning of equipment , removal of chairs etc

6. Cancellation

6.1. The Governing Body reserve the right to refuse or cancel any function without assigning a reason and will agree in such circumstances to fully reimburse any monies received from the Hirer.

6.2. The Hirer:

6.2.1. May cancel an application upon written notification to the Head Teacher (Site Representative) which must be received by not later than fourteen days before the date of the function. The Hirer will in such circumstances be liable to pay 25% of the charges applicable for the function. In the event that no notification is received within the time specified the full charges will remain due to the Governing Body.

6.2.2. Will be given the right, without prejudice, to cancel an application at any time upon notification of an increase in charges and to full reimbursement of charges already paid.

7. Restrictions of Use

7.1. The use of hired premises shall be restricted to those areas for which approval has been given and to those times specified in the Hirer's application. Use of the premises' furniture, apparatus and other equipment will be subject to prior approval of the Site Representative.

8. Assignments

8.1. The Hirer shall not assign or sublet the permission to use hired premises or the facilities within them.

9. Indemnification

9.1. The Hirer shall indemnify the Governing Body against:

9.1.1. Any damage done to the hired premises, furniture, fittings apparatus, appliances or other property whatsoever during the period of the function or arising as a result of such function and the expenses of making good such damage.

9.1.2. Any accidents, loss, injury (including death) or damage whatsoever sustained by any person or thing on the hired premises during the period of the function or arising as a result of the function.

9.1.3. Any infringement of copyright arising from the function.

9.1.4. Any costs, claims or demands arising from 9.1.1 to 9.1.3

10. Intoxicants & Other Licences

10.1. Hirers shall be required to state at the time of application whether the function will include the sale of intoxicants or the public performance of music or dancing, stage or cinematographic exhibitions. In such cases approval for the use of the Hired Premises shall be subject to the appropriate licence(s) being granted and to the inspection of the premises by the Site Representative or Direct Services Division prior to the date of the function.

10.2. The Hirer shall be responsible for obtaining all licences and for the payment of all appropriate fees.

10.3. Beers, wines & spirits in bottled or canned form may be taken into the hired premises for consumption. Beer in barrels or casks, or the sale of alcohol drinks in any form will not be permitted except under the arrangements for a licensed bar.

- 10.4. **In all cases, the Hirer shall ensure that the sale and/or issue of intoxicants ceases not later than half an hour prior to the agreed end of the hiring period.**

11. Lotteries, Raffles & Gaming

- 11.1. The Hirer shall not under any circumstance:
- 11.1.1. Hold or permit to be held in any part of the accommodation any lottery, unless the lottery falls within the exceptions contained in Sections 43, 44 or 45 of the Betting, Gaming & Lotteries Act of 1963 or any subsequent amendments to this Act.
- 11.1.2. Use or permit the accommodation or any part thereof to be used for the purpose of gaming, unless appropriate registration under the Gaming Act 1968 is enforced and consent of the Governing Body for such gaming has been previously obtained.

12. Prohibitions

- 12.1. All approvals to the use of Hired Premises are subject to the following prohibitions:
- 12.1.1. That no bolts, nails or tacks are driven into any part of the Hired Premises or the furniture thereof;
- 12.1.2. That no gas filled balloons (other than helium balloons agreed by prior permission with the Head Teacher), confetti, and/or paper streamers are used at any time either inside or outside the Hired Premises;
- 12.1.3. That no wax or powder is placed on any floors;
- 12.1.4. That inflammable materials and articles of an explosive nature are not allowed on the Hired Premises;
- 12.1.5. That no animal is allowed on the Hired Premises;
- 12.1.6. That no alteration, addition or variation is made by the Hirer is made to the lighting, to other electrical installations (except by prior approval of the Site Representative), heating, fittings, fixtures or other arrangements of the Hired Premises;
- 12.1.7. That no cooking of food takes place (other than re-heating of foods previously prepared offsite)
- 12.1.8. That no butane or calor gas canisters and no articles which are dangerous or offensive are brought onto the premises;
- 12.1.9. That no furniture, apparatus or appliances are delivered to the Hired Premises by or on behalf of the Hirer, or unloaded, placed in position and removed by the Hirer or any person employed by him/her for such purposes unless with the written agreement of the Site Representative or Direct Services Division.

13. Conduct

- 13.1. The Hirer shall be present at all times during the functions and be responsible for the maintenance of good order, special attention shall be given to:
- 13.1.1. The behaviour of those in attendance;
- 13.1.2. The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience;
- 13.1.3. Any other functions being held elsewhere on the Hired Premises so that they are not interfered with;
- 13.1.4. All those in attendance vacating the Hired Premises in an orderly manner and by the time of the function as stated on the application form.

14. Car Parking

- 14.1. The parking of motor cycles, cars, etc on the Hired Premises shall be subject to the agreement of the Site Representative and permitted only on condition that;
  - 14.1.1. Any persons bringing such vehicles onto the premises do so at their own risk and that they accept responsibility for any damage caused to or any injury to any person or the property of the Governing Body by the vehicles or the presence of such vehicles on the Governing Body's premises.
  - 14.1.2. The Hirer shall maintain at all time adequate means of access for Fire Appliances and other emergency vehicles within the car parking areas and shall provide Stewards, as determined by the Site Representative for this purpose.

## 15. Catering

- 15.1. All arrangements for catering must be made with the Site Representative, this only applies to Board Room hire.
- 15.2. If accommodation is required for the purposes of preparing refreshments, washing up etc, this must be specified at the time of application and may be the subject of an appropriate charge. Kitchens shall only be available during the times specified in the application and no access to kitchens shall be allowed to the Hirer prior to the times booked.
- 15.3. A representative of the catering service may attend during the Hirer's use of the kitchen and the Hirer shall follow all reasonable instructions issued by him/her at that time or prior to the function where applicable.
- 15.4. Having regard to Condition 20, the kitchen shall not be in use later than half an hour before the end of the hiring period to enable any necessary cleaning to be undertaken by the Hirer to a standard previously agreed by the catering services /Site Representative.
- 15.5. Hirer shall be permitted the use of worktops and other preparatory surfaces, boiling rings, urns, washing up sinks and where previously agreed, heating cabinets, but shall not be allowed use of any other cooking equipment.
- 15.6. Hirers shall be responsible for providing all necessary equipment for preparing food and detergents etc for washing up.
- 15.7. No children will be allowed in the kitchen at any times.

## 16. Smoking

- 16.1. No smoking is permitted in any parts of the Hired Premises at any times.

## 17. Health & Safety

- 17.1. The Hirer shall:
  - 17.1.1. Comply with all safety directives issued by the City Council and/or the Governing Body and its employees.
  - 17.1.2. Ensure that all passages, exits and stairways in the Hired Premises are kept clear during the hiring period.
  - 17.1.3. Ensure that the number of persons admitted does not exceed the maximum determined by the Governing Body to comply with safety standards (details of the numbers permitted will be given by the Site Representative or Direct Services Division at the time of application).
  - 17.1.4. Notify the Site Representative immediately in respect of all accidents, which may arise during the hiring period.
  - 17.1.5. Carry out his/her obligations under the Health & Safety Act 1974 not only in respect of his/her own employees but also in respect of

employees of the City Council/Governing Body and members of the public.

17.2. The Hirer shall not:

17.2.1 Without consent of the Site Representative, introduce equipment for use in the Hired Premises, alter fixed installations, alter or remove fire & safety notices or equipment, or otherwise take any action which may create a hazard;

17.2.2 Intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

18. Right of Entry

18.1. The Governing Body reserve to the Site Representative and other such persons that may be duly authorised by him/her the right of free and unimpeded entry at all times to the Hired Premises.

19. Children & Young Persons Act 1933

19.1. The Hirer shall comply with the requirement of Section 12 of the above Act as printed below;

i) *Where there is provided in any building, an entertainment for children or an entertainment at which the majority of the persons attending are children, then, if the number of children attending exceeds 100, it shall be the duty of the person(s) providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building and any part thereof; and to take all reasonable precautions for the safety of the children.*

ii) *If any person on whom obligation is imposed by this section fails to fulfil that obligation, he/she shall be liable, on summary conviction, to a fine not exceeding Level 3 of the standard scale. (level 3 of the standard scale is £400 – section 37 Criminal Justice Act 1982 and Article 2 (4) Criminal Penalties etc (increase ) Order 1984 S.1.1984 1No 447)*

20. Cleaning

20.1. The Hirer shall be responsible for ensuring that the Hired Premises are left in the same condition as they were found. The Governing Body reserves the right to undertake an inspection following the function and to deduct from any deposit, as appropriate, or levy such charges as may be deemed necessary to reinstate the Hired Premises to a required standard.

21. Right to Free Speech

21.1. The Governing Body endorse the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the buildings and public and to avoid the fomenting of racial/religious/sexual hatred and discrimination. Accordingly, the right is reserved to refuse applications for the hire of premises for a purpose or by an organisation where there is cause for apprehension that there might be a breach of the above policy.

21.2. The Governing Body is not prepared to let land or buildings where it is satisfied that the safety of buildings and the public cannot be ensured;

that the use will foment racial/religious/sexual hatred or discrimination; that the use is by the Unification Church (no matter what name an application is submitted); or that the use is by anti-democratic or neo-fascist groups or supporters or supporters of terrorism in general.

22. Site Representative

22.1. All decisions made by the Site Representative shall be final. Any breach of these Conditions of Hire will be deemed sufficient cause for cancellation of the hiring.

23. General

23.1. In the event of any matter arising in connection with the letting of the Hired Premises which is not covered by these Conditions, the Governing Body shall have full power and authority to deal with the same in such manner as it may deem advisable.

Approved by Governing Body 27<sup>th</sup> March 2018

Review March 2020