

## LETTINGS REGULATIONS & CONDITIONS OF HIRE AND USE

### Lettings

1. All lettings of the premises are made under this Lettings Regulations & Conditions of Hire and Use document as laid down by the Governing Body of Harry Gosling Primary School, hereinafter referred to as the Governing Body.
2. A letting is defined as any community or private use by individuals, organisations or groups, of the School premises facilities or grounds either during, before or after the School day or at the weekends or in the holidays.
3. Activities, sports coaching, training sessions and parenting courses and similar provision whereby the School runs, supervises and provides instruction or training for sessions for individuals or groups who book and pay for such sessions, are outside of the scope of this lettings policy.
4. Lettings are always at the discretion of the Governing Body, or the Head teacher acting on its behalf, and the primary functions and activities of the School will always take precedence over a request for a letting.
5. The Governing Body, or the Head teacher acting on its behalf, reserves the right to amend, refuse, or refuse to renew a letting, whenever this is deemed to be in the best interest of the School. The Governing Body also reserves the right to charge a deposit against cancellation, and a returnable deposit against damage or extra cleaning.
6. All requests for lettings must be made on the approved Lettings Booking Form by the Hirer (Appendix 1), either individually or on behalf of an organisation or group, who thereby accepts responsibility and enters into an agreement between themselves and the Governing Body to comply with the terms and conditions of the Lettings Regulations and Conditions of Hire and Use.
7. The Governing Body reserves the right, for any reason which the Governing Body, or the Head teacher acting on its behalf, considers reasonable, to withdraw permission to occupy the accommodation on any particular date or dates or for any period. The withdrawal of such permission shall not entitle the Hirer to make any claim whatsoever, but any payments made for the period may be refunded at the discretion of the Governing Body.
8. The Hirer is not allowed to assign the use of the accommodation to any other party.
9. The Governing Body and the Head teacher have the right of entry to the School premises, facilities and grounds at all times.
10. The Head teacher, who is responsible for the internal management and control of the School, is also responsible for the day to day oversight of all lettings on behalf of the Governing Body.

### The Hirer

11. Bookings will only be accepted from adults over the age of 21.
12. The person making the booking and signing the form becomes 'The Hirer', as stated in paragraph 5 above.
13. The Hirer is responsible for the payment of all fees, charges and any additional costs incurred as a result of the letting.

14. The Hirer is responsible for all those persons covered by the booking whether they are members of a group, club or other organisation.
15. The Hirer must ensure all activity does not conflict with the values of the school.
16. If the persons for whom the Hirer is responsible includes children or young people the Hirer is also responsible for ensuring that any activities for children are supervised by at least two appropriately trained and qualified adults at all times, and at a ratio of at least one appropriately trained and qualified adult to every fifteen children, except that children under eight years old will be supervised in accordance with the Regulations made by LBTH Children's Services and in accordance with the provisions of the Children's Acts. One of the adults must be qualified in First Aid.
17. Where sporting and other activities include training and instruction of either adults or children the ratio of coaches and other qualified instructors to those receiving instruction and training will be in accordance with the guidelines set out by the national governing body of the particular sport or activity.
18. All adults supervising, teaching, training or working with children, or with vulnerable adults, must have had a satisfactory enhanced CRB check. Evidence of this must be provided to the Head teacher prior to the start of any letting.
19. Original certificates of the qualifications of the responsible adults, where appropriate to the hire and activities to be undertaken, must be available for inspection prior to the start of any hiring to the Head teacher.
20. The Hirer is responsible for ensuring the good conduct of the group using the premises, and for ensuring that other users of the premises are not disrupted.
21. All staff of the Organisation shall comply with any instructions given by the Head teacher, the School Premises Manager or any member of staff of the School acting on the behalf of the Head teacher.

#### **Conditions of Use - General**

22. The Hirer must comply with any instructions given by the Head teacher or their representative, the Premises Manager or their deputy and their staff.
23. The Hirer must adhere to the times of start and finish of the booking. Setting up and clearing up time must be allowed within the booking times.
24. Gambling or games of chance are forbidden. Raffles may only be held with the permission of the Head teacher of the School.
25. The premises may not be used for public or private entertainment without prior special approval of the Governing Body. If the Hirer wishes to provide public music, dancing or other public entertainment, the Hirer must first obtain any necessary public entertainment licence and show this to the Governing Body or the Head teacher acting on its behalf.
26. The Hirer shall not, during the occupancy of the premises, facilities or grounds, infringe any subsisting copyright or performing right, and shall be liable to pay any sums due by an infringement of copyright or performing rights.

27. The premises may not be used by political groups or for political activities of any kind, except where these are agreed to be election meetings or other such use under The Representation of the People's Act, 1983.
28. The Hirer shall use only the School's facilities and furniture and equipment which has been booked and must not introduce any other piece of equipment or furniture or article without permission of the Head teacher. The Hirer must consult with the School Premises Manager on the moving of furniture or equipment from the position used for normal School purposes. Equipment and furniture must not be used for inappropriate purposes, e.g. dining tables must not be used for any unhygienic purpose.
29. The Hirer is prohibited from doing anything which is likely to disfigure the walls or the building or damage the floors or fabric of the building and is responsible for the preservation of good order. Stiletto or narrow and pointed heeled footwear is not permitted in the halls. No bolts, screws, nails or tacks shall be driven in to any part of the premises; neither shall any adhesive or adhesive tape be used on the walls or floors. No substance is permitted to be put on the floors to prepare the surface for dancing. The Hirer agrees to pay the cost of damage, arising in any way out of their use of the premises, facilities or grounds to the property of the School and the Local Authority.
30. No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought on to the premises, other than cars and motorcycles on to the designated car parking spaces.
31. Neither the Governing Body nor the Head teacher accept responsibility for, or liability, in respect of any damage, theft or loss of any property, goods or other articles placed, deposited, brought into or left upon the premises, facilities or grounds by either the Hirer, for their use, or by any other person.
32. Anyone entering the School premises, facilities or grounds does so at their own risk, and the Governing Body and Head teacher accept no liability in respect of any loss, damage or injury, howsoever caused.
33. Only registered guide dogs for blind persons are permitted on the premises. No other dogs are allowed on the premises.

#### **Conditions of Use – Health & Safety**

34. The Hirer is required to undertake a short induction prior to the first use of the premises, facilities or grounds, so that the Premises Manager or another member of staff may familiarise the Hirer with aspects of Health and Safety, Fire Exits, location of emergency telephone and other such matters including access and car parking.
35. The Hirer is required at all times to take precautions for the safety of those present for which the hirer has responsibility. Means of escape from the premises must not be impeded. All those persons for whom the Hirer is responsible must be made aware of all safety regulations. Practice safety drills must be carried out at regular intervals.
36. The Hirer should keep a register of all the persons for whom they are responsible and who are on the premises, using the facilities or in the grounds.
37. In the event of a fire the first duty of all concerned is to prevent loss of life and injury.

38. If a fire is discovered or the fire alarm sounds the person in charge is responsible for calling the Fire Brigade and inform the Premises Manager or a member of their staff.
39. If a fire is discovered or the fire alarm sounds everyone must leave the building by the nearest fire exit, ensuring all doors are closed. On arrival in the assembly areas a roll must be called to ensure that everybody is accounted for. If anybody is missing the senior fire brigade officer must be informed at once and an organised search should be made immediately.
40. With the exception of an organised search no one must enter the building until the senior fire brigade officer has given permission.
41. There may be an opportunity to attack the fire with the nearest extinguisher or hose pipe, but firefighting must always be secondary to saving life and injury.
42. The Hirer must ensure that a person qualified in First Aid, and an appropriate first-aid kit, provided by the Hirer, is available at all times.
43. Smoking and spitting is not permitted anywhere on the premises or within the grounds.
44. The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.
45. No alterations or additions to electrical installations may be made.
46. No open fires, barbecues, candles or unauthorised electrical equipment may be used, unless prior special permission has been obtained.
47. No indecent or immoral activity is permitted.
48. Noise levels must be kept to a reasonable level at all times.

#### **Conditions of Use - Refreshments and Catering**

49. Refreshments may only be served with permission of the Head teacher in designated suitable areas of the School and provided satisfactory and hygienic arrangements can be made for serving and consumption in accordance with current regulations.
50. Alcohol may not be brought onto, or consumed on, the premises or in the grounds, except by prior approval of the Head teacher.
51. The Kitchen Area of the Community Room or the School Kitchen may only be used by a prior special agreement with the Head teacher. Hirers of the Kitchen Area in the Community Room are allowed to self-cater provided that permission has been obtained in advance from the Head teacher. The School's Main Kitchen may only be used when the School Kitchen Manager or a member of their staff is available to supervise the use. The cost and the use of the School's Main Kitchen must be agreed in advance with the Head teacher and will include the cost of the School catering staff in attendance as well as the cost of any additional washing-up and cleaning. Requests for the supply of foodstuffs, prepared meals, buffet meals and the use of crockery, cutlery and glassware will be considered if made at least 2 weeks in advance to the Head teacher.

### **Conditions of Hire - Insurance**

52. The Hirer or the organisation, club or group must have adequate public liability insurance with a minimum indemnity of £2,000,000 for each and every claim, including insurance cover for trips and activities off the premises that take place during the time of the letting, and the Hirer shall agree to indemnify the Governing Body against any claim other than that arising out of the negligence of the School.
53. The Hirer shall produce evidence of the insurance such as the certificates of insurance and policy for inspection by the Head teacher prior to the letting.
54. Registered groups, associations, clubs, societies and other similar organisations will either have insurance or should be able to arrange insurance cover through their particular organisations.
55. For private groups and private hire the School will use their own insurance for private hirers' cover.

### **Fees and Charges**

56. The Governing Body will determine the scale of fees and charges and review them annually.
57. The current scale of fees and charges is attached as an annex to this policy (Appendix 2).

### **Administration of lettings and bookings**

58. Lettings Booking Forms & Formal Hire Agreement and a copy of Lettings Regulations & Conditions of Hire and Use can be obtained from the School Office.
59. The Lettings Booking Form must be completed in full and should be completed and submitted to the School Business Manager at the School at least 4 weeks in advance of the date of the letting.
60. The School Business Manager will confirm whether or not the date and facilities required are available and if so inform the Hirer of the cost of the letting and the amount of any deposit required for securing the letting.
61. The School Business Manager will also inform the Hirer of the need for any additional documentation to support the letting, such as evidence of insurance or qualifications or DBS certificates in respect of the Hirer or other persons.
62. The letting will be formally confirmed when the original Lettings Booking Form is signed by the School Business Manager and a copy of the form signed by both parties accepting the formal agreement for the hire is returned to the Hirer.
63. Payment in full for the letting is required 2 weeks in advance of the date of the letting and should be paid by cheque made payable to Harry Gosling Primary School.
64. If the Hirer cancels the letting with less than 48 hours' notice, part, or the entire letting fee may be lost. The Lettings Manager has the discretion, on behalf of the Governing Body, to decide whether or not to refund the fee.
65. If the letting includes additional special provisions or facilities these will be set out in a separate letter to the Hirer and be attached to the Lettings Booking Form.

**LETTINGS BOOKING FORM & FORMAL HIRE AGREEMENT**  
**APPLICATION FOR THE HIRE OF FACILITIES & ACCESS TO THE PREMISES**

<b>DATES &amp; FACILITIES REQUIRED</b>	
Date required or details of regular booking.	<p>.....</p> <p>.....</p> <p>.....</p>
Times required including time to prepare and complete activity:	<p>.....</p> <p>.....</p> <p>.....</p>
Facilities required:	<p>Hall    Room            Community Room            Grounds            The Clubhouse</p>
Purpose of Hire and full details of activities to be undertaken including any charges made	<p>Purpose of Hire: .....</p> <p>.....</p> <p>.....</p> <p>Details of Activities: .....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Maximum numbers of adults and young people that will be attending.	<p>Number of Adults over 21 ..... and over 18 .....</p> <p>Number of Children ..... Age range of children .....</p>

<b>NAME &amp; DETAILS OF THE HIRER – Please provide full details</b>	
Name of Organisation	<p>.....</p>
Name of Hirer	<p><b>This must be a named person over 21 years of age and not an organisation.</b></p> <p>.....</p>

Full Postal Address of Organisation	<p>.....</p> <p>.....</p> <p>.....</p> <p>email address:</p>
Telephone Numbers of Organisation	
Full Postal Address of Hirer	Email address:
Telephone Numbers of Hirer	<p>Work:</p> <p>Home:</p> <p>Mobile:</p>

<b>DETAILS OF ANY SPECIAL REQUIREMENTS AND QUALIFICATIONS OF RESPONSIBLE ADULTS</b>	
Special Requirements	
List the full names of all adults with their qualifications only if this is appropriate for the activities to be undertaken or the booking involves children	

**ACCEPTANCE & CONFIRMATION OF THIS FORMAL HIRE AGREEMENT**

I have read and agree to abide by the Lettings Regulations & Conditions of Hire and Use, as set out by the Governing Body of Harry Gosling Primary School, relating to the hire of facilities as requested above.

Signed: .....Name: ..... Date: .....

Position in Organisation: .....

**This Booking is accepted and confirmed as a formal hire agreement between the Hirer and the Governing Body of Harry Gosling Primary School.**

Signed: ..... Date: .....

**Lettings Manager for and on behalf of Harry Gosling Primary School**

**\*Businesses must provide copies of Public Liability Insurance up to £2 million before rental.**

**The Governing Body reserves the right to review these terms and conditions.**



## APPENDIX 2

# LETTING CHARGES 2018/19



### WEEKDAY RATES 8am to 6pm

#### Standard

Community room  
with kitchenette and urn  
(Limited availability 8am-4pm) £72 per hour

Ground Floor hall, Playground & Clubhouse

**staff, parents,  
community groups,  
neighbours**

£55 per hour

available from 3.45pm to hirers wishing to run clubs

### WEEKDAY RATES 6pm to 11pm

#### Standard

Community room  
With kitchenette and urn £73 per hour

Ground Floor hall + £73 per hour

Clubhouse (Inc. of W/C) £85 per hour

**staff, parents, community  
groups, neighbours**

£61 per hr

£73 1<sup>st</sup> hr, £61 every additional hour

£85 1<sup>st</sup> hr, £73 every additional hour

### WEEKEND RATES 8am to 11pm

#### Standard

Community room  
With kitchenette and urn £92 per hour

Ground Floor hall £85 per hour

Ground floor hall,  
middle floor hall and  
Community room £678 per day (until 4pm)

(Additional 3 small rooms) Not available  
Additional 3 small room's Inc. ESOL room)

Clubhouse (Inc. of W/C) £85 per hour

**staff, parents, community  
groups, neighbours**

£85 1<sup>st</sup> hr, £73 every additional our

£73 1<sup>st</sup> hr, £61 every additional hour

Saturday rate (8 hours) £533 (£436 Inc.)

Saturday rate (8 hours) £182 (£146 Inc.)

Saturday rate (8 hours) £218 (£170 Inc.)

£85 1<sup>st</sup> hour, £73 every additional hour

**DISCOUNTS: MORE THAN 3 HOURS**

Less 15%

**MORE THAN 5 HOURS** Less 20%

