

ST MARY'S CATHOLIC PRIMARY SCHOOL
LETTINGS POLICY & TERMS AND CONDITIONS

DATE OF APPROVAL	01/2019
VERSION DATE	V.01
DATE UPLOADED	01/2019
DATE FOR REVIEW	12/2019
OWNER	F&R Committee

The Governing Body has given authority for the letting out of facilities in the School to support the local community and to raise non-public funds for the School. It is a condition of this authority that educational and other statutory requirements in the School take precedence over any other use.

The management of lettings is the responsibility of the School Business Manager, who shall refer applications for lettings to the Headteacher for authorisation.

Throughout the policy, the term "hirer" is used to define the person undertaking the letting for their own purpose or acting with authority on behalf of an organisation with which they are employed or contracted.

A copy of this Policy and the Terms & Conditions of the letting shall be signed by a representative of the School and by the hirer at least 24 hours before the let begins.

A. GENERAL CONDITIONS

1. Regular hirers may be required to accommodate other events, with the option to take a different time if preferred.
2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.
3. All passageways and exits to which the public has access shall always be kept free from obstruction.
4. The hirer shall have access to a mobile telephone in case of emergency, informing the School of the number.
5. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors, or the School Business Manager to whom the control of lettings has been delegated.
6. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
7. 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 into the accommodation.
- 8. Smoking is not permitted either inside or outside on the School premises.**
9. The hirer shall be responsible for the clearing and removal of any rubbish, and for the cleaning of any equipment used.
10. The hirer shall be responsible for cleaning the hall and/or kitchen after use to a reasonable standard.
11. The hirer shall be responsible for the maintenance of good order and behaviour during the letting.
12. No intoxicating liquor shall be sold, supplied or consumed on the premises without the previous consent of the Governors and the Licensing Authority.
13. Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday proceeding the weekend of the letting.
14. No footwear liable to damage floors and floor coverings should be worn in the school buildings.
15. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.

B. DEPOSIT

A mandatory deposit of £150.00 will be required for one-off bookings payable at the time of application. The deposit is fully refundable when the hall/kitchen has been returned as stipulated in the terms and conditions of this Policy.

The hirer agrees that in the event of misuse or should the hall not be handed back in an acceptable condition, as determined by the school representative, the costs of employing a cleaner/caretaker will be deducted from the deposit paid.

C. HEALTH AND SAFETY

When the premises are let to persons outside the employ of the Governing Body, it will be a condition of all hirers and others using the School premises or facilities that they are familiar with the Health and Safety Policy issued by St Mary's Catholic Primary School. Particularly, hirers and other users of the premises are to be aware of Section 8 of the Health and Safety at Work Act 1974.

Hirers will not, without the prior consent of the Governing Body:

- introduce equipment for use on the School premises.
- alter fixed installation.
- remove fire and safety notices or equipment.
- take any action that may create hazards for persons using the premises or the staff or pupils of the School (including hazardous cleaning materials).

In instances where the hirer creates hazardous conditions and refuses to eliminate them or act to make them safe, the Governing Body will take such actions that are necessary to prevent persons that are in their care from risk or injury. This may include requiring the hirer to stop their activity, or to leave the site. No refund will be offered to the hirer in this instance and their future use of the school's premises could be jeopardized.

D. FIRE AND SAFETY PRECAUTIONS

Briefing.

The hirer should be aware of the position of escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

Fire Instructions

Before using the premises, hirers are responsible for checking, and the Headteacher and Governing Body for ensuring, that:

- Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
- Safety lighting is working satisfactorily
- Fire fighting equipment is available for immediate use
- The maximum permitted number to be admitted is not exceeded
- The hirer is familiar with the layout of the building, fire escape routes and have access to a mobile telephone in case of emergency

In the Event of a Fire

In the event of a fire, the first duty of all concerned is to prevent injury or loss of life.

- The person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.
- If there is a fire, or the fire alarm sounds, everyone should leave the building ensuring that all doors are closed after they have been passed through. All persons should assemble in the

playing field where a check on those present should be carried out. If anyone is missing, an organised search should be initiated, but only if it is safe to do so. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position.

- Except for those carrying out an organised search for missing persons, **no one should be allowed to re-enter the building** until authorised by the Senior Fire Brigade Officer present.
- There may be an opportunity to use the nearest fire extinguisher to attack the fire or to keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. **HOWEVER, FIRE FIGHTING IS ALWAYS SECONDARY TO SAFETY OF LIFE.**

After Use

After using the premises, persons in charge should check there are no apparent fire risks. All electrical appliances and water taps should be turned off, and that isolating switches, where installed, are off. Doors and windows should be closed, and any special fire instructions adhered to. The hirer is responsible for removing all waste from the site.

E. DAMAGE TO PROPERTY

- The Hirer will be responsible for replacing any ceiling tiles dislodged during the hired period.
- The Hirer shall repay to St Mary's Catholic Primary School any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
- The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

F. INDEMNITY

Against Personal Claims. The hirer shall indemnify the School against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the School or Local Education Authority, their agents or employees, or any defects in the premises.

The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.

Statutory Provisions. Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with the school strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace or the Governing Body applicable to any letting, and to indemnify the Governing Body and the Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of a breach or default in complying with such provisions.

G. RIGHT OF ENTRY

The Headteacher, Governing Body, officers of the Local Authority and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

H. RIGHT OF REFUSAL

The School reserves the right to refuse any application for use of premises and to refuse admission to, or to remove from the premises any persons.

If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governing Body may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.

Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governing Body may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

I. RESPONSIBILITY FOR PROPERTY

- The school shall not be responsible for goods, materials, clothing etc. brought into or left in the building by the hirer or persons acting on his behalf.
- Cars are parked on the School's premises at the owners' risk.

J. STATUTORY REQUIREMENTS

- Public music, singing and dancing can only take place in premises that have a Premises Licence, available from the Licensing Officer at the Council. Music, Singing and Dancing Licence Public performances are defined as those to which members of the general public has free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
- Public performances of stage plays, etc., can only take place in premises that have a Premises Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
- Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a Temporary Events Notice (TENS). Such a license must be shown to the Headteacher or other nominated person before the letting starts. The bar must be placed where persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hires.

Signed on behalf of St Mary's Catholic Primary School:

Signed by hirer:

Date: