



# **Thringstone** **Primary School**

*Believe and Achieve Together*

## **Lettings Policy**

Agreed by Governors on:

Signed :

Reviewed: Autumn 2023

To be reviewed: Autumn Term 2024

# LETTINGS POLICY

## 1. ADOPTION

The Governing Body at Thringstone Primary School have adopted the Lettings Policy set out below.

## 2. INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

**2.1 Definition of a Letting** A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

**2.2 Charges for a Letting**  
The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix A).

## 3. APPLYING TO USE THE SCHOOL

Applying to use the school premises should be made to the School Office and the Letting Agreement should be filled in at least 21 days before the event.

The Headteacher/Business Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Business Manager is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

If the Business Manager/Headteacher has any concern about the appropriateness of a particular request for a letting, they will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body 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 confirmed in writing.

## 4. LETTING AGREEMENT

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the letting agreement (Appendix B)

The letting agreement needs to be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

#### **4.1 Termination of a Letting Agreement**

The Headteacher, or the Chairman of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

### **5. SAFEGUARDING**

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

## **THE HIRER'S RESPONSIBILITIES**

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

### **1.1 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.

### **1.2 FIRST AID FACILITIES**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources other than the Medical Room is not available.

### **1.3 FURNITURE AND FITTINGS**

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

### **1.4 FOOD AND DRINK**

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

## **1.5 KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT**

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

## **1.6 INTOXICATING LIQUOR**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

## **1.7 SMOKING**

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted, this also includes e-cigarettes and vaping.

## **1.8 BETTING, GAMING AND LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **1.9 NUISANCE/DISTURBANCE**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

## **1.10 DISPOSAL OF WASTE**

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

## **1.11 ANIMALS**

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

## **1.12 RULES**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

## **1.13 CHARGES AND CANCELLATIONS**

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Business Manager, the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

#### **1.14 SUB-LETTING**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### **1.15 STORAGE ANCILLARY TO THE LETTING**

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

#### **1.16 LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

#### **1.17 CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

#### **1.18 TOILET FACILITIES**

Access to the designated school's toilet facilities is included as part of the letting arrangements for hire of the Hall and other buildings. There are no toilet facilities for the hire of the MUGA and outdoor grounds.

#### **1.19      RIGHT OF ACCESS**

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).

#### **1.20      VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

### **Appendix A**

HIRE OF PREMISES - CHARGES					
	Premises	Caretaking		Heat/Light	Admin
		Attended	Unattended		
	New	New	New	New	New
<b>Table I - UP TO 4 HOURS FINISHING BEFORE 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	19.89	28.52	19.01	28.53	6.24
Hall, Gym *Craft Rooms	10.08	Flat	Flat	14.24	Flat
Single Classrooms, Changing Rooms	5.13	Rate	Rate	7.12	Rate
Additional Classroom	4.83	Charge	Charge	7.12	Charge
Playground only	0.00	0.00	0.00	0.00	0.00
<b>Table II - WEEKDAYS - UP TO 2 HOURS FINISHING AFTER 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	10.18	28.52	19.01	14.24	6.24
Hall, Gym *Craft Rooms	5.01	Flat	Flat	7.12	Flat
Single Classrooms, Changing Rooms	2.55	Rate	Rate	3.48	Rate
Additional Classroom	2.43	Charge	Charge	3.48	Charge
Playground only	0.00	0.00	0.00	0.00	0.00
<b>Table III - SATURDAYS - UP TO 4 HOURS FINISHING BEFORE 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	19.89	42.77	28.52	28.53	6.24
Hall, Gym *Craft Rooms	10.08	Flat	Flat	14.238	Flat
Single Classrooms, Changing Rooms	5.13	Rate	Rate	7.12	Rate
Additional Classroom	4.83	Charge	Charge	7.12	Charge
Playground only	0.00	0.00	0.00	0.00	0.00
<b>Table IV - SATURDAYS - UP TO 2 HOURS AFTER 10 PM</b>					
Large Hall (in excess of 3000 sq. ft.)	10.18	28.52	19.01	14.24	6.24
Hall, Gym *Craft Rooms	5.01	Flat	Flat	7.12	Flat
Single Classrooms, Changing Rooms	2.55	Rate	Rate	3.48	Rate
Additional Classroom	2.43	Charge	Charge	3.48	Charge
Playground only	0.00				
<b>Table V - SUNDAYS - UP TO 2 HOURS</b>					
Large Hall (in excess of 3000 sq. ft.)	10.18	28.52	19.01	14.24	6.24
Hall, Gym *Craft Rooms	5.01	Flat	Flat	7.12	Flat
Single Classrooms, Changing Rooms	2.55	Rate	Rate	3.48	Rate
Additional Classroom	2.43	Charge	Charge	3.48	Charge
Playground only	0.00	0.00	0.00	0.00	0.00
<b>Table VI - PLAYING FIELD STANDARD RATE</b>					
Football Pitches */Hockey */Cricket */Rounders*	17.07	Not	Not	Not	6.24
Netball*	4.63	Applicable	Applicable	Applicable	Flat
Tennis Courts (per hour)*	1.85				Rate
Athletics Meetings	27.10				Charge
General Activities* (incl. Athletics heats)	27.10				
<b>Table VII - WEEKDAYS RATES FULL DAY FINISHING BEFORE 10 PM, PER 4 HOUR BLOCK</b>					
Large Hall (in excess of 3000 sq. ft.)	19.89	28.52	19.01	28.53	6.24
Hall, Gym *Craft Rooms	10.08	Flat	Flat	14.24	Flat
Single Classrooms, Changing Rooms	5.13	Rate	Rate	7.12	Rate
Additional Classroom	4.83	Charge	Charge	7.12	Charge
Playground where no other accommodation is required	0.00	0.00	0.00	0.00	0.00
<b>*LIABLE TO V.A.T AT CURRENT RATE OF 17.5%</b>					
<b>PLEASE NOTE THAT STANDARD RATE OF VAT APPLIES AT 20%.</b>					

## HIRE OF THE 'MULTI USE GAMES AREA'

The Muga pitch is for hire evenings and weekends, The charges are £20 per hour.

## Appendix B





# **Thringstone** **Primary School**

*Believe and Achieve Together*

## **Conditions of Use for Hiring & Community Use of Premises**

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. We will supply you with a generic risk assessment for the facilities you have hired, however it is your responsibility to amend these risk assessments, to take account of the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.
2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:
  - a. Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start a continuous fire alarm – you should also make a phone call to the emergency services in case the automatic system fails).
  - b. Fire evacuation procedures, routes, refuge point and assembly point.
  - c. Location of a telephone. (Please note, in the event of a power cut, you will need to contact the emergency services from your own mobile phone).
  - d. Site Manager's contact details.
  - e. Location of the Medical Room. (Please note, it is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit and the provision of first aid training for supervising personnel).
  - f. Toilet access.
  - g. Drinking water access.
  - h. Entrance and Exit access and security systems.
3. Whilst we endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it as soon as possible to our Site Manager/Office Personnel so that the issue(s) can be rectified. Should you or any of your participants be involved in an accident on the site, you must inform the Site Manager who may require you and/or your participants to complete an accident form.

## **Fire Procedures**

4. In accordance with the premises Fire Evacuation Plan, you will be required to:

- a) Keep a register of people in the building and people who leave early.
- b) Familiarise all participants with the position of a phone, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
- c) Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
- d) You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.

## **Insurance**

The school draws your attention to this statement prepared by the County Council and users/hirers should ensure that adequate insurance is in place.

During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of premises and shall indemnify the County Council and the Governors from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever whether arising under any Statute or at Common Law or out of the course of or caused as a result of the hiring except where due to the negligence of the County Council or the Governors or their respective servants or agents.

All clubs are advised to arrange insurance cover for personal accident and loss of or damage to equipment. Neither the Local Authority nor the school Governors can accept liability for loss or damage to personal property whilst on site. Vehicles on site are at the owner's risk.

You are advised that Public Liability insurance is necessary if you are organising a public event.

The Hirer is required to have adequate Public Liability Insurance in place for the use of any Leicestershire County Council premises. An additional charge of 10% of the Hiring Fee plus 12% Insurance Premium Tax or a charge of £5 plus 12% Insurance Premium Tax whichever is the greater, will be incurred to all letting charges to cover the Hirer for the Public Liability Insurance. If you already have Public Liability Insurance or are covered by another policy please tick the box on the booking form.

## **Risk Assessments**

These risk assessments apply in respect of the use of the building and grounds during lettings.

### General Risk Assessment - Building

Hazard	Risk	Control Measures (Community Users)
Ladders and PE apparatus.	Medium	☐☐ Users must not climb on this equipment.
Damage to hall projector or stage lights from thrown objects.	Low	☐☐ Draw attention to the hazard before commencing any “throwing” activities, and take care to minimise the height of any objects that are thrown in the hall.
Stacked furniture	Low	<ul style="list-style-type: none"> <li>• If it is necessary to move any furniture then care should be taken to avoid back injury or trapped fingers.</li> <li>• If chairs are used, ensure that they are not re-stacked above a safe height.</li> </ul>
Pull cords from blinds	Low	☐☐ Users to ensure that these are positions to minimise any strangle risk – this is particularly relevant if children are present.
Build-up of water on toilet / kitchen floors	Low – medium	☐☐ The floor covering in these areas is anti-slip, but care should be taken to minimise splashing of water on the floors.
Children in the kitchen area	Low	☐☐ Children must not enter any kitchen area unless supervised by a responsible adult.
Scalding from kettle / urn	Medium	☐☐ Kettles / urn should only be used by adults, and care should be taken to ensure they are not distracted / knocked during use.
Burns from hob / oven (Kitchen)	Medium	<ul style="list-style-type: none"> <li>• Care to be taken when using the hob / oven. Children should only use these facilities under direct supervision from an adult.</li> <li>• The oven and hob must be switched off after use.</li> </ul>

### General Risk Assessment – Grounds

Hazard	Risk	Control Measures (Community Users)
Debris on playground / field	Low	☐☐ Organisers should carry out a visual inspection of the area before any activities commence
Height drop on playground	Medium	☐☐ Users should carry out their own risk assessment when using the playground area and ensure measures appropriate measures are put in place to effectively manage the risk.
Moving vehicles	Medium	☐☐ All users should exercise due care when exiting the school, or otherwise crossing areas with vehicular access.
Play equipment	Medium	☐☐ Unless specifically agreed outdoor play equipment belonging to the school should not be used during lettings. Specific risk assessments will be made available to organisers who request authorisation to use the school’s outdoor equipment.

## Fire Risk Assessment

Hazard	Risk	Control Measures (Community Users)
Overcrowding, affecting speed of evacuation	Low	<p>☐☐ The hall has a maximum safe capacity of 200 children/people, and this must not be exceeded under any circumstances.</p>
Blocked fire exits	Low	<ul style="list-style-type: none"> <li>• All evacuation routes must be kept clear at all times, including external walkways.</li> <li>• Users must ensure there is clear access at all times as this is a secondary evacuation route.</li> </ul>
Accumulation of waste	Low medium	<p>☐☐ Ensure that waste is placed in suitable containers and is removed at the end of the letting (and during if necessary).</p>
Flammable / combustible materials brought on site	High	<ul style="list-style-type: none"> <li>• Flammable / combustible materials should not be brought on to the site without permission.</li> <li>• Use of barbecues, candles and gas cylinders during lettings is not permitted.</li> </ul>
Heaters	Medium	<ul style="list-style-type: none"> <li>• Items are not to be placed in contact with or immediately in front of heaters.</li> <li>• Hirers are expected to switch them off again before leaving the premises.</li> </ul>
Portable heaters	High	<ul style="list-style-type: none"> <li>• Portable heaters should not be brought onto the site.</li> <li>• If provided by the school (e.g. in the event of heating failure) portable heaters must not be moved or covered, and if switched on by the user must be switched off at the end of the letting.</li> </ul>
Electrical equipment	Medium	<p>☐☐ Any electrical equipment brought into the school should carry evidence of PAT testing having been carried out within HSE recommended timescales.</p>
Oven / Hob	Low	<p>☐☐ The oven and hob must be switched off by the user after use.</p>
Arson	Low	<ul style="list-style-type: none"> <li>• Combustible materials / waste must not be left outside the building.</li> <li>• If suspicious activity is noticed please challenge or report it, ensuring that you do not put yourself at risk.</li> </ul>
Damage to fire-fighting equipment	Low	<p>☐☐ Hirers are required to notify the school if damage is caused to fire fighting equipment (including if it is discharged) during the letting.</p>
No smoking policy		<p>☐☐ The school operates a no smoking policy across the entire site, this includes e-cigarettes and vaping.</p>
Evacuation procedures		<ul style="list-style-type: none"> <li>• It is the responsibility of group leaders to ensure that all members of the group are familiar with the fire plan.</li> <li>• Fire escapes must be kept clear at all times.</li> <li>• Organisers will be notified if any fire drills are arranged during the letting so they know not to call out the emergency services.</li> </ul>

## Hire of School Premises

Name of applicant: .....

Address: .....

.....

Telephone Number: ..... Mobile: .....

Name of Organisation: .....

Position of Hirer: .....

Purpose for which premises are required: .....

Schedule of Accommodation required						School Use
Date	Hall/Classrooms/MUGA /Outdoor Grounds	Anticipated number attending	Time of letting		Hours	Amount Payable
			From	To		
Total						
Public Liability						
PRS						
TOTAL						

**Public Liability Insurance** - Please select as appropriate:

I enclose a copy of a valid Public Liability Insurance certificate in respect of this booking

**PRS** - Please select as appropriate:

I will not be playing any music (pre-recorded or live)

I will be playing music, but the letting is for a private party and therefore a PRS Licence is not required. I will be playing music and hold all relevant licences, including a mobile PRS licence (copy enclosed)

I will be playing music and hold all relevant licences except a mobile PRS licence.

☐

**MUGA Hire** – Please select if hiring the MUGA

☐

I will ensure no studs or spikes are worn on the pitch at any time

☐

I wish to apply to hire the premises as detailed above. In consideration of the letting being granted I undertake on behalf of both myself and of the organisation I represent to comply fully with the Indemnity and Conditions of Lettings, a copy of which has been provided to me.

☐

Signed: .....

Date: .....

## Hire of School Premises Health & Safety Confirmation Form

Please complete the form below and return it with your hire forms and amended risk assessments.

Name or organisation: .....

Person in Charge: .....

Address: .....

.....

Telephone Number: ..... Mobile: .....

Email Address: .....

Please tick to indicate you have received information and/or instruction about these issues / items.

1. Facilities risk assessment(s)	
2. Fire alarm points *	
3. Fire evacuation procedures *	
4. Evacuation routes *	
5. Assembly point *	
6. Location of a telephone (only available if main school building is open) *	
7. Contact telephone number (emergency use during letting) *	
8. Location of the Medical Room *	
9. Toilet access *	
10. Drinking water access *	
11. Entrance and exit access and security systems *	
12. Information about the requirements of the Fire Evacuation Plan *	
13. Information about reporting damaged or faulty building infrastructure and/or equipment	
14. Information about reporting accidents	
15. Other	

\* these matters will be covered on-site not later than the start of your first hire period

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Thringstone Primary School.

Signature of Person in Charge:..... Date: .....



## Lettings Indemnity Form

**INSURANCE COVER** – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number ..... Expiry date .....

Name and Address of Insurance Company .....

.....

.....

Indemnity Limit .....

Signature ..... Date .....

### Safeguarding

The hirer agrees that systems are in place with regards to safeguarding measures as per the lettings policy:

Name .....

Name of Organisation .....

Purpose of Letting .....

Date .....

Signature .....

**DECLARATION** (Please read before before signing)

I have received a copy of the Lettings Policy and terms and Conditions for the Letting of School Premises and agree to bound by them. Any licenses necessary and the Theatre Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirement of Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will only be used for the purpose stated.

I am over 18 years of age

Signature ..... Date .....

Name .....  
(BLOCK CAPITALS)



## **Thringstone Primary School**

*Believe and Achieve Together*

The following terms and conditions shall apply to all agreements for the hiring of facilities at Thringstone Primary School:

### **Fees / Payments**

1. The letting fee shall be agreed prior to the hiring taking place, and shall be based on the scale of charges currently in force at that time. The scale of charges will be reviewed on an annual basis during the Summer Term, with any changes taking effect from the following 1st September.
2. For one-off hirings the fee should be paid in full at least 14 days before the hiring is to take place. Cheques and Postal Orders, when used, should be made payable to Thringstone Primary School and crossed.
3. For regular lettings an invoice will be provided which will specify the date by which payment must be made.
4. The booking period includes a maximum of 10 minutes in total, at either side of the letting period, when the Hirer may have access solely for the purposes of setting up or packing up their own equipment. During this time the site manager, or other member of School staff, shall also be entitled to be present to fulfil their duties in respect of opening and closing the School and preparing / cleaning the room for the hire period. The School reserves the right to charge for an additional period of one hour, at the appropriate rate, should the site not be vacated by the due time.
5. If payment is not made by the due date then the School reserves the right to cancel the hiring.

### **Insurance**

6. During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises, and shall indemnify the School for any claims arising from accidents, whether fatal or otherwise, to any employee or agent of the School and to any member of the public and to any third parties, caused as a result of the hiring, except where due to the negligence of the School, its servants or agents.
7. All organisations hiring school facilities must be covered by suitable public liability insurance. The School's public liability insurance can be extended to cover many external lettings for which a fee will be charged (in accordance with the current scale of charges). This fee will be waived if you hold your own public liability insurance and provide the School with a copy of your current insurance certificate in advance of your session. The School's public liability insurance will not be available for:
  - a. Meetings organised by political parties
  - b. Lettings for professional entertainment purposes
  - c. Lettings where heat generating equipment is brought onto the premises
  - d. Martial arts activities
  - e. Sporting activity where injury or damage suffered was caused by another participant.

### **Child Protection**

8. The Hirer shall ensure that where a hiring involves activities aimed predominantly at children and/or the activity is positively supported by the School for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Criminal Record Bureau checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced CRB checks have been carried out and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring.

### **Entertainment**

9. Hirers are required to comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any dancing, music or entertainment of a like kind
10. Hirers shall be required to indemnify the School against the consequences of any unauthorised performance of a copyright work during the period of the use of the School, and to complete the returns required by the Performing Rights Society (PRS), Phonographic Performance Ltd (PPL), the Copyright Licensing Agency Ltd (CLA) and all other similar bodies.

11. Hirers who intend to play recorded music (e.g. CDs) in the School must notify the School when booking the facilities. This fee will be waived if the Hirer holds a mobile PRS licence and provides a copy of this to the School in advance.
12. Intoxicants must not be brought on to the premises without the prior written approval of the Governors which may be given subject to the following conditions:
  - a. Consumption of alcohol without sale will be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available and that an excessive number of persons will not be attending the function for the purpose of consuming alcohol;
  - b. If the sale of alcohol is proposed this will only be permitted under the authority of an Occasional Licence or an Occasional Permission granted by the appropriate Magistrates Court for the area;
  - c. The Hirer will be required to produce the Occasional Licence or an Occasional Permission to the Governors not less than 14 days before the hiring.

#### **Cancellation**

13. The School may cancel any hiring if:
  - a. The premises of any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School / education curriculum purposes or are required for use as a Polling Station for a parliamentary or local government election or by-election;
  - b. The governors have reasons for concern or are otherwise dissatisfied with the Hirer's child protection arrangements as detailed above; or
  - c. In the opinion of the School staff or Governors of the School, the organisation for which the premises are hired has racist policies, regardless of the stated reason for hiring the premises.

In such circumstances the School shall incur no liability to the Hirer whatsoever, other than the return of any fee or deposit already paid in respect of such cancelled engagement.

14. The premises may not be used for any auction sale, trade, business or manufacture without the written agreement of the Governors, or for any illegal or immoral act or purpose. The Governors reserve the right to cancel with immediate effect any hiring where such use is taking or is intended to take place, without refund of the hiring fee paid.
15. If the Hirer cancels the hiring of the premises for any date previously booked, then the School will be entitled to retain the whole of the lettings fee paid in respect of the cancelled hiring unless the notification of cancellation of a hiring is received by the School at least 24 hours before the hiring was due to commence.

#### **Health and Safety**

16. The Hirer shall be provided with relevant health and safety information, and shall be expected to comply with School health and safety policies and procedures and to ensure that any other members of the public present in connection with the letting shall also comply.
17. The Hirer must ensure that all electrical equipment brought onto the school's premises is safe to use and has a current portable appliance testing (PAT) sticker/certificate or is less than twelve months old.

#### **General**

18. During the period of use of the School:
  - a. No preparation may be applied to the floors;
  - b. There should be no interference with School equipment or displays;
  - c. Fires and stoves must be left safe with the minimum of fire burning and no interference with any central heating system is allowed;
  - d. The Hirer must not do, or allow anyone attending their hiring to do, anything on the premises which is or may become a nuisance to the Governors, the School or other hirers or to the occupiers of adjoining or neighbouring premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.
19. No studs or spikes may be worn on the MUGA at any time.
20. The letting is personal to the Hirer and/or the organisation that they represent and the facilities must not be sublet without the written agreement of the Governors.
21. The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other lettings taking place