

PYRFORD CHURCH OF ENGLAND PRIMARY SCHOOL

LETTINGS POLICY & CONDITIONS OF HIRE

Approval Date: Autumn 2023

Review Date: October 2027

National Support School designated by National College for Teaching & Leadership





- 1. The use of premises has to be restricted to the use and accommodation specified in the hire agreement. The hirer should take all precautions to prevent any damage. Some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The Hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
- 2. Nominated Representatives of the Academy must be given free access to the hired premises for the purpose of inspection. The Academy also reserves the right to cancel any letting in which case a proportion of the charges will become refundable.
- **3.** The Hirer shall have Third Party (Public Liability) insurance within a minimum indemnity limit of two million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises.

The Academy will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Academy.

- 4. The sub-letting or sharing of the premises is prohibited.
- 5. Public Safety
 - a) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
 - b) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct. Consideration should be given to local residents and events should be marshalled to ensure no access is allowed to any areas of the Academy, other than those hired.
 - c) The Hirer is responsible for ensuring that all personnel attending an event are familiar with the Academy's Emergency Evacuation procedure. An Evacuation Marshall should be nominated





and an accurate head count taken for all events. The Hirer should ensure that they have made specific arrangements for the evacuation of anyone with disabilities to the fire refuge point.

- d) All accidents/near misses are to be reported in writing to the Academy.
- 6. The charge for accommodation includes the use of furniture only within the room. In the event of the Hirer requiring additional furniture a separate charge may be made according to circumstances. Use of decorations should be agreed in advance with the Event Coordinator.
- 7. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval.
- 8. Licences are generally required for public entertainment, stage performances, musicals, bingo, etc.

Hirers should ascertain whether or not a licence is required for these uses, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence.

9 Intoxicating liquor is not permitted to be sold to the public or supplied on educational premises without the express consent of the Academy, which the Academy will not be obliged to give or give reasons for refusal. Details of the licence for the sale to the public of intoxicating liquor will need to be available for inspection.

When commercial sound recordings are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W 1N OAN. Application forms may be obtained from them on request. This is also available on line at http://www.ppluk.com/

10 First Aid

The Academy takes no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.

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11. Non-Smoking

The Academy adheres to government legislation and is a nonsmoking environment. Hirers using the Academy premises must adhere to these regulations and are not allowed to smoke within the academy building or its surrounding grounds.

PLEASE NOTE: Individuals or organisations that breach these regulations will be subject to a fixed penalty fine of £50.

12. Telephones

There is no access to a public telephone.

13. Toilets

Hirer's are responsible for ensuring, that during the Academy's core day (Monday to Friday, 07.45 to 18.00 hours) all visitors use the toilets located opposite the main reception. Access to the nearest toilets will be agreed for all other bookings.

14. Catering

No food or drink should be allowed on the premises unless previously agreed. Where agreed, the Hirer is responsible for ensuring that Government Health and Safety standards are met for storage of food and evidence of relevant food hygiene and insurance certificates should be supplied where use of caterers/own catering has been agreed.

15. Cleaning Costs.

All facilities must be left <u>litter free and fit for the main purpose</u> of teaching and learning. Any additional cleaning costs must be met by The Hirer.

If in attendance, the Premises Officer will give reasonable assistance, within the terms of their employment, to hirers.

16. Opening Hours

The standard opening hours for the Academy are Monday to Friday, 07.30am to 6.15pm hours. Outside of these hours the site is alarmed. Unless out of hours access to the site has been





previously agreed the Hirer is responsible to pay any call out charges in response to the alarms being triggered.

17. No Tenancy

Nothing in this agreement shall create a tenancy.

18. Electrical Items

Electrical items belonging to the Academy should not be altered or interfered with. No electrical fittings should be installed without seeking permission first.

19. Sports Facilities:

The Hirer must ensure that the use of sports facilities will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst being used and motor vehicles must not be taken on to academy playing fields. Dark soled or heeled footwear (in the Sports Hall) or footwear with spikes, studs or blades (on the school field in certain conditions) can cause damage and persons wearing such footwear will not be permitted to enter the premises. The Hirer is responsible for leaving sports facilities <u>litter free and fit for the</u> <u>main purpose of teaching and learning.</u> Failure to adhere to this will result in any future lettings being cancelled. All cleaning costs must be met by The Hirer.

20. Cancellation Policy

All bookings are subject to cancellation in the event that the Academy needs the facility. We will give a minimum of 2 week notice and more where possible. Appropriate alternatives will be offered, or a proportion of charges will be refunded. There is a 4 week cancellation policy to cancel for external bookings. Refunds are only applicable when a facility is not useable due to bad weather and we will give as much prior warning as possible.

21. A deposit of £50.00 may be required to secure a booking. All payments are monthly in advance.

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22. Power of Revocation

The directors, or any employee of the Academy so authorised, are empowered to withdraw, without notice, permission to use the school playing fields when such playing fields are unfit for use.

Declaration by the Hirer:

i. I am over 18 years of age.

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- ii. I have read the Conditions of Hire and agree to abide by them.
- iii. I confirm that any responsible individual has full DBS clearance if the letting involves mainly children
- iv. I confirm that insurance arrangements are in place in accordance with clause 3 of the Conditions of Hire.
- I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for /will be applied for before the date of first applicable use.
- vi. I agree to indemnify the Academy for any loss arising out of a breach of this agreement

For and on behalf of:

(The Hirer)

Signed:

Dated:

PLEASE SIGN BOTH COPIES, KEEPING ONE AND RETURNING ONE TO:

The School Business Manager Pyrford Church of England Primary School Coldharbour Rd Pyrford Surrey GU22 8SP

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