

BARNS GREEN PRIMARY SCHOOL

Lettings policy

Name of School/College:

Name of Hirer: (the Hirer)

1. The School will provide the hirer with up-to-date H&S information needed for the period of hire. Guidance, for the school, is available on what information needs to be provided to the hirer. The guidance is located within the Resources section under Health and Safety A-Z (Hiring out your premises) on West Sussex Services for Schools (WSSfS).
2. The Governors of the School/College are advised to include the vetting of hirers to ensure their premises are not being used for radicalisation purposes.
3. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
4. The use of the premises must not interfere with the proper working of the School/College or impair its efficiency.
5. The contract for the hire of the premises between the Hirer and the Governors of the School/College shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.
6. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form (**Form SL1**) attached or on the written acceptance of the hiring and shall pay the hire fee within 7 days of the written acceptance.
7. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion:

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| not less than 42 days notice of cancellation | - | 75% of fees |
| not less than 28 days notice of cancellation | - | 50% of fees |
| less than 28 days notice of cancellation | - | no refund |
8. The Hirer shall indemnify the Governors of School/College and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:
 - (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
9. The Hirer shall be responsible for loss or damage to the School/College premises and contents therein the property of the West Sussex County Council.
10. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 7 and 8 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).
11. In order to obtain adequate insurance either from your own insurance source or if you wish to use the insurance provided through the school and West Sussex County Council (see appendix), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be attached to this application form.

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12. The risk assessment does not have to be a detailed document, but it will need to provide information on what activity will take place on the school premises and in which rooms. There should be a simple plan of:
 - how are people going to get into the premises,
 - how will they be notified of an emergency and what they should do if an alarm is activated
 - information on what they can and can't do, where they can go and can't go etc.
 - appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if there is an emergency and call the emergency services if needed
13. The Governors hold/do NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays.

(The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date). The Hirer shall be responsible for complying with the terms of any such licence.
14. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.
15. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor, then the written approval of the Governors shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.
16. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School/College premises, complies with the relevant legislation.
17. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School/College premises subject to availability.
18. Where permission is given for the use of kitchen areas, this will normally be limited to the use of ranges, hot cupboards and wash up sinks. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by Hirers.
19. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.
20. The Governors reserve the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
21. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.

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22. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
23. The laying of composition or other preparation on School/College floors is prohibited, without the prior written approval of the Governors.
24. Smoking on the site is prohibited.
25. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
26. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.
27. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School/College must be satisfied that a competent person will supervise the use of the equipment.
28. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
29. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.
30. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
31. The Governors reserve the right to cancel any hiring without notice if: -
 - (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
 - (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
 - (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the Governors.

APPENDIX

HIRER'S INSURANCE – INDEMNITY CLAUSE

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -

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- (i) bodily injury or illness to Third Parties, including the County Councils servants and agents or Governors and/or
- (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.

2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Insurance and Litigation Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability: -

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.
2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRERS INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

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EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.
Commercial or trade hiring.

PREMIUMS

The premium is charged at 10% of the basic hire charge, plus Insurance Premium Tax (IPT).

If a group is affiliated to the school or establishment, they can obtain a special rate, details of which can be supplied by contacting the Insurance and Litigation Section at West Sussex County Council.

Name of School/College:

Reference Number of Hiring

This form should be completed and returned to the School/College as soon as possible. If the application is accepted, a copy of the form will be returned to the Hirer.

1. **Name of Organisation:**(The Hirer).
2. Name, address and telephone number of person responsible for organising the letting to whom all correspondence should be sent:
.....
.....
.....

3. The Hirer applies to use the School/College premises on:(date)

from am/pm
to am/pm

for the following purpose(s):

(specify precise nature of proposed function and whether to be private or public)

4. Parts of Premises required:

Please Note:

The hiring will be confined to the use of the premises as set out above. If the Hirer wishes to use any other part of the premises, separate application must be made as early as possible.

5. Do you require the accommodation to be heated? **YES/NO**
If heating is required, please state times: from am/pm
to am/pm
6. Will there be a public entertainment or public performance of a play? **YES/NO**
7. Is it proposed to apply for a Justices' Occasional Licence for the function? **YES/NO**
8. Will use of the kitchen areas be required for preparing refreshments? **YES/NO**

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If YES, please supply details on an accompanying sheet.

9. Will the use of any special equipment be required? YES/NO

If YES, please specify:

10. Any other special requirements? YES/NO
e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?

If YES, please specify:

11. **Conditions of Hire and Indemnity.**

If the Hiring is agreed the Hirer undertakes and agrees:
(a) to pay the hiring fees and insurance premium totalling: £

(If the charges are specified here, a cheque for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval).

(b) to comply with the Conditions of Hire including the indemnities set out in Conditions 7 and 8, and the insurance requirements in Condition 8.

HIRER

Please check that you have a copy of the Conditions of Hire

Dated: Day Month Year

Signed: (I certify that I am over 18 years of age)
(for and on behalf of the Organisation)

Please tick the box if the hirer's cover provided by
West Sussex County Council's insurers is required

If not, please supply a copy of your own insurance policy/broker's letter confirming comparable cover.

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