

# <u>Lettings Policy</u> <u>Aldermaston CE Primary School</u>

Version: 1

Reviewed by: Finance Committee 05/06/2024

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Review by: Nov 2025 (1 year)

Role	Signature	Date
	Mrs M Higgs	June 2024
Headteacher	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	avataran	June 2024
Chair of Governing Board		
	Mrs C Watchorn	

## **BACKGROUND**

1. It is the policy of the Governing Body of Aldermaston CE Primary School to maximise the use of the school for the benefit of the local community without detriment to the school or its site. To this end groups and individuals may hire certain area of the school facilities, subject to availability and in accordance with the terms and conditions for hire as determined by the Governing Body. This document sets out the charges and terms and conditions of any hire which is subject to the contract as agreed with West Berkshire Council.

# 2. CHARGES AND PAYMENTS

CHARGES FOR USE OF HALL, TOILETS, CHAIRS & TABLES

\* Field available for use upon request

HOURLY RATE - £18 for first hour, £15 per hour thereafter

SESSION RATES - £45 per session \*\*

Morning Session between 8am - 12pm

Afternoon Session between 1pm – 5pm

Evening Session between 6pm - 10pm

\*\*Additional hours charged at £15 per hour

For in house clubs run by external organisations for Aldermaston CE Primary School pupils, a charge of £2 per pupil per term will be charged.

# ADDITIONAL ITEM(S) CHARGES (IF REQUIRED)

Use of hot water and kitchen for the purpose £5 per booking of tea/coffee and light refreshments (use of mugs and kettles included on request)

# **BANK HOLIDAYS**

A surcharge may be applied for bookings made on Bank Holidays.

#### **EXCESSIVE CLEANING**

Where excessive cleaning is required after a letting, a charge will be made based upon the time spent by staff in remedial cleaning. This charge will be £10.00 per person per hour

#### 3. HOURS OF LETTING

Lettings may take place between the hours of 7am – 11.30pm.

#### TERMS AND CONDITIONS OF HIRE

4. These will be reviewed annually.

# **Terms & Conditions of School Hall Hire**

# 1.0 INSURANCE AND HIRER'S LIABILITY

All commercial users from outside West Berkshire Council (including Youth and Community Groups) must carry sufficient public liability insurance (minimum £5,000,000 limit of Indemnity) to meet the requirements of the terms and conditions—shown in the application to hire form. Commercial hirers must produce evidence of such insurance for the Lettings Officer and a West Berkshire Council Hirer's Liability Contract must be signed by all hirers and returned to the school prior to the commencement of the letting. The Hirer must ensure that they have read the contract and by signing agree to the conditions laid out therein. The school has carried out a full risk assessment for the hire of the building and a copy is attached herewith.

#### 2.0 LICENCES AND STATUTORY REQUIREMENTS

All statutory requirements including those relating to health and safety, public entertainment and the sale of alcohol must be strictly fulfilled.

## 3.0 FACILITIES AND EQUIPMENT

The hired accommodation will normally be available to the hirer half an hour before and half an hour after the period of hire. If this is not sufficient the period of hire must be extended, and further charges made.

A letting is deemed to be the use of accommodation, chairs, and tables only. Certain items of equipment such as a piano and showers are available by special arrangement and may be subject to an additional charge plus VAT at the current rate. The playing field is only available for use by special arrangement and for purposes approved by the Head Teacher or Lettings Officer.

The school kitchen may only be used for hot or cold beverages by arrangement with the Lettings Officer (see separate Kitchen Booking Form). No kitchen equipment is to be used except the kettles, teapots and mugs provided and the hirer must provide their own cleaning equipment (non-bleach) and materials (i.e., tea towels, detergent, cloths etc.) and in addition tea, coffee, milk etc. and leave the area clean and as found.

The hirer is responsible for ensuring nobody enters any part of the building including School stores attached to the hall, which are not part of the letting.

#### **4.0 PAYMENTS**

A refundable deposit of £50, payable at the time of booking, will be required from hirers in the case of single bookings. If the total hire charge is less than £50, this will be required, in full, in advance. The deposit is made in addition to the letting fee and will be returned, less charges made for loss, damage or excessive cleaning after a function. Additional charges will be levied, in these circumstances, where advance payment has been made.

Regular lettings for approved previous hirers will be invoiced monthly and payment is required within 10 days. Such regular lettings may be cancelled by the school by giving notice equal to twice the normal interval between such lettings.

Activity clubs run for school pupils will be invoiced termly and payments required within 10 days.

For single event lettings and new regular lettings payment is required at the time of booking or at least 10 days before the commencement of the letting. These charges are made at the discretion of the Lettings Officer.

Items subject to VAT will be shown separately on invoices

#### 5.0 CANCELLATION

At least 3 clear days' notice of cancellation of a booking must be given and the school reserves the right to charge the full letting fee if such notice is not given.

The school reserves the right to cancel any booking without notice if in the judgment of the Head Teacher or Governors it is in the schools or public interest to do so. In such circumstances a full refund will be made of any fees or deposit paid.

# 6.0 GENERAL TERMS & CONDITIONS OF HIRE

The hirer is responsible for ensuring that the building, its contents and surroundings are treated with respect, good order is maintained for the duration of the letting and occupation of the premises, all equipment is returned to its correct place and the

- 6.1 building is left clean and tidy. Additional charges will be made to cover the full cost of any loss, damage or excessive cleaning costs of faults or damage found in or caused to any fittings. Special care should be taken to protect equipment from soiling and spillage.
- Use of any equipment, including hall apparatus, kitchen facilities and the grounds is strictly forbidden unless by prior arrangement with the Head Teacher.

- 6.3 Use of any contractor party equipment is strictly forbidden unless by prior arrangement by the Head Teacher.
- **6.4** The buildings and grounds are 'NO SMOKING' areas, and this must be respected.
- Dogs are not allowed to be brought onto the school grounds and this must be respected, except for guiding purposes.

To avoid causing disturbance to local residents, all lettings must terminate by 11.30pm. It is expected that users will vacate the premises and school site by 11.30pm and any music and the like will be terminated well in advance to allow vacation by 11.30pm.

- 6.7 The parking of motor vehicles on the grassed or cultivated areas is not allowed and no more than 50 cars may be parked on the hard-standing areas.
- The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made. The maximum number allowed under the fire regulations is 120.
  - The Hirer is responsible for signing the Lettings Fire Logbook in the Hall lobby and
- 6.9 keeping a record of the number of visitors on site during the letting. For activity clubs being run for school pupils the club leader is responsible for keeping a register as a record of visitors onsite in the event of a fire.
- **6.10** It is the hirer's duty to ensure that all those attending an event are aware of their responsibilities and those aspects of these conditions of hire, which apply to them.
  - Hirers are responsible for providing their own First Aid personnel and equipment
- **6.11** appropriate to their needs and for ensuring that those using the premises are familiar with the attached Health and Safety Information.
  - Activities involving minors must be supervised by a minimum of two responsible
- **6.12** adults throughout the period of hire. Hirers should pay particular attention to the supervision of the toilet areas.
- **6.13** When hirers are allowed to leave equipment or other goods on the premises they do so at their own risk.
  - Hirers are not permitted to bring onto the premises, without the prior consent of the
- **6.14** Head Teacher and Governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell nor any other substance, apparatus, or article of a dangerous nature.
- Alcohol may only be sold on the premises if the appropriate license has been **6.15** obtained. Alcoholic drinks must not be served or sold to any person under the age of 18.
- **6.16** Admittance to private functions must be by invitation or ticket only. The school reserves the right to know who will be on the premises.
- All reasonable instructions given by the Lettings Officer and/or cleaner in charge
- **6.17** must be followed. If the hirer has any special requirements the Lettings Officer and/or cleaner in charge should be contacted.

**6.18** The hirer must report all breakages and damage to the Head Teacher or Lettings Officer, regardless of blame, as soon as practicable after the event.

# 7.0 HEALTH AND SAFETY INFORMATION

**7.1** Hirers must pay due care and attention to the following information

Fire exits are through the double doors onto the field and the main hall door. Please ensure that these are shut firmly when you exit the building.

The Fire alarm call points are situated in the hall entrance lobby and at either end of the 'window' side of the Hall.

There are two fire extinguishers in the hall building. These are sited in the hall itself and in the kitchen.

Fire escape points are marked accordingly.

The school's fire alarm system is NOT linked to a fire station. Therefore, in the event of a fire it would be necessary to call the emergency services directly. There are no school phones available, and it is the hirer's responsibility to have a mobile phone with them for use in an emergency.

If a mobile telephone is not available, the nearest public telephone box is located by the Village Shop.

#### 7.2 In the event of a fire

Raise the alarm at the nearest call point and call the emergency services.

Evacuate the building by the nearest exit.

Assemble together at a place deemed to be appropriate and safe, with the Lettings Fire Logbook.

Inform emergency services on arrival of the site of the fire.

A copy of the school's Site Emergency Plan is kept with the Lettings Fire Logbook in the hall lobby. This should be given to the Fire Officer.

Please then alert West Berkshire Council Out of Hours Duty Officer on 01635 42161 and ask them to call out key staff for the school unless a member of school staff is currently on site.



NAME OF SCHOOL:

CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, COMPANIES, ORGANISATIONS, SCHOOL PTA

CONTRACTS ARE <u>NOT</u> ENTERED INTO WITH A CLUB. IF THE PREMISES ARE TO BE HIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE **THE SCHOOL** AND **AN INDIVIDUAL OFFICER OF THE CLUB**. THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS AND LIABILITIES THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF		
ADDRESS:		
POS	T CODE:	
TELEPHONE NUMBER:		
OCCUPATION:		
THE FOLLOWING ACCOMMODATION (state requirements, rooms, hall, playing field, car park etc.):		
Kitchen available at extra charge of £5. Please tick here if required.		
PLUS (if applicable) any additional equipment (e.g. school piano, television, shower facilities etc.) as specified here:		
FOR THE PURPOSES OF (fully state the purpose of the hire of of the hi	•	
ON (insert date(s)):		
FROM (insert times)		

IN ACCORDANCE WITH THE SCHOOL'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES, I/WE (otherwise referred to herein as the hirer, my/our, myself/ourselves, me/us) HEREBY AGREE:

- that the School reserves the right to terminate the hire with immediate effect should it be found that any part
  of the School and/or its equipment has been damaged, stolen or used inappropriately or if as a direct
  consequence the hire of the premises impacts on the operational function of the School for its primary
  purpose;
- to hire and use the accommodation/equipment as detailed above in accordance with the School's lettings policy and conditions and charges which I/we confirm that I/we have seen, read and understood;
- that the School may, at its discretion, demand full payment of its charges or any part thereof in advance of the
  hire taking place whether before or during the duration of this agreement whereupon I/we shall pay the
  school's charges on demand;
- that I/we have read, understood and agree and shall observe, fulfil and comply with all the Conditions set out below.
  - ol/we agree that all requirements relevant to the hire of the premises will be complied with, including obtaining any necessary licence (such as for the sale of alcohol) and that all personnel employed by the hirer or involved in the activity concerned will be informed of these requirements and conditions.
  - Three clear working days' notice is required in order to cancel a booking. If this notice is not given I/we will be required to and agree to pay the full hire charge.
  - VAT may be applicable in certain circumstances and for certain hirings. I/we have enquired and established at the time of making the booking whether VAT is payable.
  - I/we will ensure that a responsible person will be present on the premises at all times during the full period of the hire.
  - I/we accept full responsibility for damage to or theft from the School's and Council's property, over which I/we have control, occurring during the period of hire of the premises.
  - Any cleaning undertaken which, in the opinion of the officers of the School, is required as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate
- The School and West Berkshire Council accept no responsibility whatsoever for any loss of or damage to
  personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the
  premises, unless such loss or damage arises as a direct result of the negligence of the School or West
  Berkshire Council.
- The School and/or West Berkshire Council shall not be liable to the Hirer for any consequential loss.
- If I/we discover any hazard(s) regarding access to the school premises or regarding the equipment to be used, whether before or during the hire of the premises, I/we shall immediately make a representative of the School aware of the hazard(s).
- I/we agree that no equipment will be used without the prior written approval of the Head Teacher or an authorised representative of the School, as the case may be, and that the installation and use of my/our equipment will have been agreed by the Head Teacher or an authorised representative of the School in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
- I/we agree to familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and firefighting equipment.

- I/we agree to read and ensure that I/we understand any notices regarding the procedures to be followed, and action to be taken, in the event of fire and I/we agree to ensure that that such information will be passed on by me/us to anyone using the premises during the period of hire.
- I/we shall indemnify the School and West Berkshire Council against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of West Berkshire Council, the School or its Governing body.
- I/we agree to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
- accidental bodily injury or disease, including death to third parties and in respect of damage to their property
   limit of indemnity not less than £5 million
- ii)accidental damage howsoever caused, including by fire, to the premises on hire limit of indemnity not less than £5 million

# **EXCLUDED LETTINGS**

- Political meetings
- Professional Entertainment promotions

SIGNATURE OF HIRER (where hirer is an individual**):
AUTHORISED SIGNATORY (where hirer is a firm, partnership, company or organisation**):
POSITION:
DATE:
WITNESSED BY (signature):
NAME OF WITNESS (block letters):
ADDRESS OF WITNESS:
POST CODE:
OCCUPATION: [If applicable, the invoice in respect of payment for the hire of the said accommodation/equipment may be forwarded to:
** If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company this

agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation

this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the school at least 7 days before the proposed date of the hire