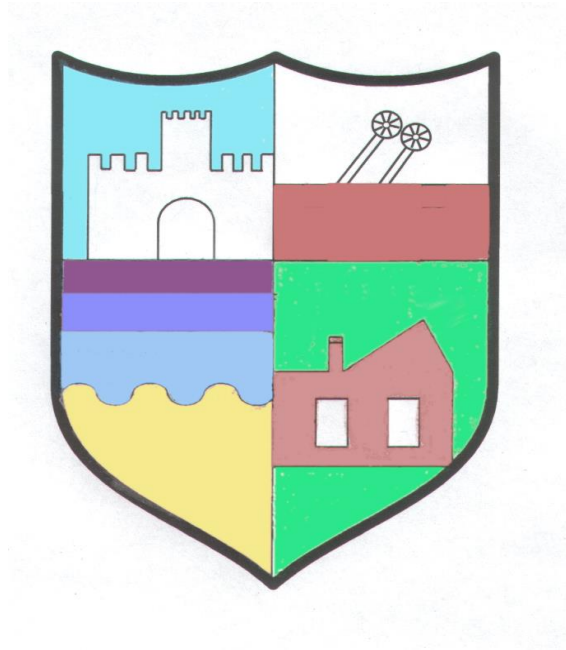


# Ellington Primary School



## Conditions of Lettings

Reviewed November 2021  
Mr Hodgson

The letting of the school premises by the community is welcomed subject to conditions.

As soon as you are informed that the school can accommodate your booking please:-

1. Complete a booking form, which will form the basis of the Agreement of Hire. **Please ensure that our facilities are suitable for your requirements.**
2. Applications for hiring of accommodation (and equipment) must be made on the appropriate booking forms available from the school's office.
3. Read and sign the indemnity form and conditions of lettings. Keep a copy for your reference.
4. Full payment must be made at least 14 days before the booking takes place. Failure to do so could result in the booking being cancelled.
5. The school reserves the right to refuse any booking or to impose any special conditions/restrictions (subject to the right of appeal to the school). Organisations considered unsuitable by the school will not be allowed to hire the premises.
6. Should the hirer wish to cancel they may be entitled to a full refund minus any charges already incurred by the school. If the hirer cancels a letting then the school will confirm in writing that it has received notification of the cancellation.
7. The school reserves the right to cancel the use of any premises at any time and for whatever reason. Any money paid in respect of the booking will be refunded. The school will not be liable for any other expenditure or loss sustained directly or indirectly by the hirer arising from the cancellation.
8. The school reserves the right to cancel any permission granted to use the premises if it should appear that the premises or any part of them will be required for public or official use whether by the school or by any body or person having a statutory right of user for any other reason. No compensation will be payable by the school to the applicant by reason of such cancellation but any fees which have been paid will be refunded or an alternative date given. Any person who does not wish to use accommodation, which has been reserved, must give at least 1 day's notice.
9. The school, for the purpose of inspection, will be allowed access to any rooms that have been let.
10. Any letting, which, in the opinion of the school, is likely to create any disturbance or inconvenience, or interferes with existing occupation of the premises is responsible for the preservation of good order and must indemnify the Education Committee and the school against all costs, damages and expenses that the committee/school may sustain or incur in connection with the use of the premises and equipment.
11. Hirers must respect all areas of the premises of the school at all times. The activity taking place in any room must be appropriate to the nature of that room. Groups may only

use the rooms/areas allocated to them in the original booking form. Any alarm call out charges caused by the hirer using or attempting to use parts of the school not specified on the booking form will be charged to the hirer.

12. The hirer shall ensure that the maximum capacity of the premises as outlined on the booking form is not exceeded. The school hall will hold 180 people (maximum).
13. Unless permission is given, all rooms and equipment must be left as they were found. This is the responsibility of the hirer. All damage, however minor, must be reported to a member of staff as soon as possible.
14. Smoking is not permitted anywhere inside the buildings.
15. Food/drink may only be consumed within designated areas agreed with the school.
16. Animals, other than guide dogs, are not permitted on the school premises without the written prior consent of the school.
17. Specialist or large items of equipment must not be brought onto the premises without prior agreement with the school.
18. The hirer should ensure that the times they have booked reflect their needs. Preparation and clearing away times should be included in the booking times as the caretaker is instructed to adhere strictly to these times. School premises must be vacated at the time stated within the contract. Any additional caretaking time needed by the hirer must be booked and paid for prior to the booking - at least 14 days before the booking is due to take place and should the premises be left in such a condition that additional cleaning is required after the hire then an additional charge will be made.
19. Group members are asked to show consideration for others when parking and to ensure that access to the school is not restricted in order to allow emergency vehicles onto site if necessary. All cars/vehicles are parked at owner's own risk and where car parking is permitted, the hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a responsible manner.
20. Group members must show consideration for the school's neighbours when leaving the site.
21. No additional lighting effects or electrical equipment shall be introduced into the premises without the previous consent of the school who may appoint a competent electrician or lighting engineer to check its suitability. A charge may be levied for this service.
22. The hirer shall not bring onto the premises any explosives, inflammable spirits of any kind. Portables heaters must not be used without the agreement of the school.
23. Any equipment the hirer wishes to store at the school prior to the event can only be done so with the school's consent. The hirer shall ensure where they are using equipment, they have an appropriately qualified person to 'use the equipment'.

24. The hirer shall not be allowed to give any cinematography show on the premises unless non-flammable films are used. Appropriate licences must be obtained by the hirer and a copy forwarded to the school.
25. The hirer shall not use or permit to be used, any naked lights, any inflammable material, costume, decorations or scenery on the premises and shall not allow any act or performance to take place on the premises which might endanger persons on the premises or the premises themselves. Notices/decorations may only be placed on notice boards, or in areas agreed with the school at the time of booking. The hirer shall agree all arrangements for seating, decorations, and scenery, use of equipment or structure of any description with the school at least 14 days prior to the commencement of hire and shall agree to abide by the licensing regulations in force at the time of booking.
26. The hirer, where applicable, must obtain public performance licences, with a copy/copies forwarded to the school.
27. No wax or powder shall be placed on the floor without permission of the school.
28. The hirer shall not use the premises for any purpose other than that described on the booking form and shall not use the school premises for any commercial purpose without the prior written consent of the school. The hirer will supply all such information as is requested by the school and where consent is given, will comply with all conditions attached to it.
29. The sale and consumption of alcohol can only be allowed with the approval of the school and provided that the appropriate licence has been obtained. A copy of the appropriate licence should also be forwarded to the school at least seven days prior to the hire. If no Justices License has been obtained, no liquor should be brought onto, or consumed, on the premises without prior consent of the School, in writing. Under no circumstances will underage drinking be allowed.
30. All persons using or coming onto the premises in consequence of permission granted to the hirer do so in all respects at their own risk (a notice to this effect be exhibited on the premises by the hirer throughout the period of the letting). Liability of personal accident or injury: School or County insurance does not cover liability for loss or damage to property; and third party liability. Hirers are therefore advised to check their own insurance position, and if necessary make adequate arrangements. The hirer shall be responsible for the safety of all persons attending any function for which he has hired the hall or any room whilst they are in or about the premises, and shall indemnify the school from and against all claims and demands for the loss, damage or injury suffered by any person, arising from negligence of the hirer or those of whom he is vicariously liable.
31. The hirer does not have the right to assign or subject any of its rights or liabilities under the contract of hire to any other person or persons.
32. Under the Health and Safety at Work Act 1974, the school has a general duty to maintain safe access and egress in the event of an emergency and to provide details of the emergency procedures to hirers. The hirer will acquaint themselves with the appropriate emergency procedures applicable to their area of occupation and keep all gangways, doorways, passages, entrances and exits unobstructed and shall keep the entrance and all

exits of the premises unlocked whilst the function is in progress. Hirers are required to provide attendants at the doors and hall or cloakroom in order to ensure that adequate supervision is maintained. The caretaker is however, responsible for the opening of entrance and exit doors at the commencement and close of the function. The caretaker is directly responsible to the school for ensuring that the conditions of the Public Entertainments Licence are observed. Every part of the building must be open at all times to the caretaker.

33. Groups using ICT equipment must:

- Attend an induction session with a member of the school's ICT staff prior to use.
- Not use floppy disks unless specific agreement has been given and all disks have been checked for viruses.
- Not copy files or software licensed to the school.
- Not use the Internet for illegal or improper materials.
- Not dismantle any hardware or other equipment.
- Do everything possible to avoid damage to hardware or software.
- Not take food or drink into the ICT rooms.
- Close down the equipment at the end of each session.

34. Any complaints respecting arrangements connected with the hiring must be made in writing to the Headteacher of the school.

35. It shall be a condition of any letting for the purpose of an entertainment to which children are admitted that the hirers shall observe the provisions of Section 12 of the Children's and Young Persons Act 1933 respecting the stationing of adult attendants and in the respect of any liability that maybe incurred by them owing to any breach, non-observance or non-performance of any of the requirements of that section. Where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.

36. Use of the school kitchen facilities can only be permitted when a member of the Northumberland County Council's kitchen staff is present for which an additional charge will be made. A kitchenette is however provided for tea/coffee and light refreshments.

## **DEFINITIONS**

'School' means Ellington Primary School, and Governors, which support the school, Headteacher or any authorised person employed by or on behalf of the school performing management duties at the school.

'Accommodation' means the property, grounds and buildings provided by the school.

'Equipment' means any item of equipment, both tangible and intangible (e.g. computer software), and other resources and facilities provided by the school.

'Hirer' means the person making the application to use the accommodation or equipment on behalf of an organisation, company, and group of people or themselves.

'Contract of Hire' means the formal written particular of any hirer's use of the accommodation and the rules and regulations contained therein, which shall be deemed to include these terms of condition of hire.

## **ELLINGTON PRIMARY SCHOOL**

### **LETTINGS - STANDARDS AND EXPECTATIONS**

**Reference:** Preparation of rooms for external lettings.

**Responsible:** Caretaker.

#### **Information Required by Site Manager:**

- Name of Hirer:
- Date of booking:
- Times of booking:
- Purpose of booking (Party, Youth Club Conference etc?)
- Number of people expected:
- Seating arrangements/furniture required:
  
- Equipment required:
  
- Any other special arrangements required (as agreed with the school at the time of booking):
  
- Inform School departments when their rooms are to be used.
- Fire drill procedures will be made known to the hirer at the time of booking.

## **PRELETTING**

**Standards:** (Checks to be completed by the caretaker)

Tops/work surfaces clean	Y/N	
Floors clean and clear of obstructions	Y/N	
Equipment must be clean	Y/N	
Resources should be available and should work	Y/N	

**Health and Safety:** (To be completed by Site Manager)

Are fire exits clearly marked?	Y/N	
The fire alarms are set and are in working order	Y/N	
Bins are empty	Y/N	
Heating levels are appropriate to the time of year and to the activity which is to take place	Y/N	

**After the Letting:** (Responsibility of the Caretaker)

Check condition of room	Y/N	
Check condition of any resources and equipment used	Y/N	
Return room to condition required so that teaching can recommence without any problem after the event	Y/N	
If damage, misuse of rooms and/or equipment/resources occurs, give a detailed verbal report to the Headteacher. This should be followed up quickly with a written report.	Y/N	
Make recommendations, if appropriate about future events, health and safety issues, comfort, how we can improve our service to the public etc.	Y/N	
If clearing up time exceeds the hirer's letting time then the Headteacher needs to be informed as to why this has happened.	Y/N	