



INDEMNITY AND CONDITIONS OF LETTINGS

The following terms and conditions shall apply to all agreements for the hiring of facilities at The Meadow Community 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.
2. Lettings will be charged in multiples of 1 whole hour (or part thereof), with a minimum of 2 hours.
3. 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 The Meadow Community Primary School and crossed.
4. For regular lettings an invoice will be provided which will specify the date by which payment must be made.
5. The letting 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.
6. If payment is not made by the due date then the School reserves the right to cancel the hiring.

Insurance

7. 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.
8. 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

9. 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 DBS 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

10. 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.

11. 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.
12. Hirers who intend to play recorded music (e.g. CDs) in the School must hold a mobile PRS licence where applicable.
13. 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

14. 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

15. 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.
16. 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

17. 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.
18. The Hirer shall be responsible for providing First Aid equipment appropriate to their activity and for ensuring that a suitably trained First Aider is on duty during the hire.
19. The Hirer shall familiarise themselves with the location of the nearest public telephone for use in emergencies or have use of a mobile telephone.

General

20. 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. Use of open flames (i.e. candles, fireworks (including sparklers), barbecues) is not permitted;;
 - 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;
21. 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*;

22. The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other lettings taking place.



The Meadow Community Primary School and Pre-School



HIRE OF SCHOOL PREMISES SCALE OF CHARGES - September 2016

	Caretaking		Premises	Energy
	Attended	Unattended		
A: Up to 4 hours (Mon - Fri, up to 10PM)	£ 35.67	£ 23.78		
Hall (1 hour)			£ 2.50	£ 2.50
Community Room (1 hour)			£ 1.25	£ 1.25
B: Up to 2 hours (Mon - Sat after 10PM)	£ 35.67	£ 23.78		
Hall (1 hour)			£ 2.50	£ 2.50
Community Room (1 hour)			£ 1.25	£ 1.25
C: Up to 4 hours (Sat, up to 10PM)	£53.51	£ 35.67		
Hall (1 hour)			£ 2.50	£ 2.50
Community Room (1 hour)			£ 1.25	£ 1.25
D: Up to 2 hours (Sunday)	£ 35.67	£ 23.78		
Hall (1 hour)			£ 2.50	£ 2.50
Community Room (1 hour)			£ 1.25	£ 1.25
E: Playing Field (standard rate)				
Football Pitches / Cricket / Rounders			£16.62	
Athletics Meetings			£26.38	
General Activities			£26.38	

A minimum letting period of 2 hours will apply to all lettings. Premises and energy costs will be calculated in multiples of 1 hour.

Administration

An administration fee of £6.60 per letting will apply.

"Shared" Lettings Discount

Where more than one unattended letting is taking place at the same time the caretaking charge for that period of time will be reduced by 25% for both groups.

Unattended Lettings

A member of the site staff will open and close the building, but is not required to remain on site for the duration of the letting. Unattended lettings are not generally available to first-time users, or for one-off events where there will be more than 20 attendees.

Attended Lettings

A member of the site staff will open and close the building, and will remain on site and available for the duration of the letting.

Public Liability Insurance

Hirers who do not hold valid Public Liability Insurance will be required to pay £1.00 per hour



HEALTH AND SAFETY INFORMATION (LETTINGS)

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 - you should also ensure that the emergency services are called out);
 - b. Fire evacuation procedures, routes, refuge point and assembly point;
 - c. Toilet access;
 - d. Drinking water access; and
 - e. Entrance and exit access and security systems.
3. 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 users 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.
4. Whilst we will 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 immediately to our Site Manager so that the issue(s) can be rectified as soon as possible.
5. 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 participant(s) to complete an accident form.
6. The Hirer shall be responsible for providing First Aid equipment appropriate to their activity and for ensuring that a suitably trained First Aider is on duty during the hire.
7. The Hirer shall familiarise themselves with the location of the nearest public telephone for use in emergencies or have use of a mobile telephone.
8. Nuts, or nut containing products, should not be brought into school.



The Meadow Community Primary School and Pre-School



GENERIC RISK ASSESSMENT - LETTINGS

This risk assessment applies in respect of use of the school building and grounds during lettings.

General Risk Assessment - Building

Hazard	Risk	Control Measures (Community Users)
Ladders and PE apparatus folded against the hall walls	Medium	Users must not climb on this equipment.
Stacked furniture in front of serving hatch in hall	Low	If it is necessary to move the trolleys / stacked chairs then care should be taken to avoid back injury or trapped fingers. If chairs are used, ensure that they are not re-stacked above a safe height.
Damage to projector / screen 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.
Build up of water on toilet floors	Low - medium	Care to be taken to minimise splashing of water on the floors.
Low hanging ceiling displays	Low - medium	Draw attendees' attention to the hazard at their first session and give regular reminders of the need to take care and to respect children's work.
Scalding from water boiler in Community Room	Medium	Should only be used by adults, and care should be taken to ensure they are not distracted / knocked during use.

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
Moving vehicles	Medium	All users should exercise due care when crossing areas with vehicular access.
Play equipment	Medium	Unless specifically agreed outdoor play equipment 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)
Accumulation of waste	Low - medium	Ensure that waste is placed in suitable containers and is removed at the end of the letting (and during if necessary)
Flammable / combustible materials brought on site	High	Flammable / combustible materials should not be brought on to the site without permission. Use of barbecues, candles and gas cylinders during lettings is not permitted.
Heaters	Medium	Items are not to be placed in contact with or immediately in front of heaters.
Electrical equipment	Medium	Any electrical equipment brought into the school should carry evidence of PAT testing having been carried out within HSE recommended timescales.
Portable heaters	High	Portable heaters should not be brought onto the site. 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.
Arson	Low	Combustible materials / waste must not be left outside the building. If suspicious activity is noticed please challenge or report it, ensuring that you do not put yourself at risk.
Damage to fire-fighting equipment	Low	Hirers are required to notify the school if damage is caused to fire fighting equipment (including if it is discharged) during the letting.
No smoking policy		The school operates a no smoking policy across the entire site.
Evacuation procedures		It is the responsibility of group leaders to ensure that all members of the group are familiar with the fire plan. Fire escapes must be kept clear at all times. Fire drills will be arranged to take place periodically during times of community use. Organisers will be notified of any such drill so they know not to call out the emergency services.



The Meadow Community Primary School and Pre-School



HEALTH AND SAFETY INFORMATION (LETTINGS) CONFIRMATION FORM

Name of Organisation:

Name of Person in Charge:.....

Address:

Telephone No: Mobile:.....

E-mail:

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. Refuge point *	
6. Assembly point *	
7. Location of the Site Manager's house and contact telephone number *	
8. Toilet access *	
9. Drinking water access *	
10. Entrance and exit access and security systems *	
11. Information about the requirements of the Fire Evacuation Plan *	
12. Information about reporting damaged or faulty building infrastructure and/or equipment	
13. Information about reporting accidents	
14. Other	

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

I have been made aware of my health and safety responsibilities for the hire of facilities at The Meadow Community Primary School.

Signature of Person in Charge: Date:

September 2017

Agreed by the Local Governing Body on 14th September 2017

Signed:

A handwritten signature in black ink, appearing to read 'Steve Lilley', is written over a horizontal line. The signature is contained within a rectangular box.

Mr Steve Lilley Chair of the Local Governors

To be reviewed in September 2020