

HEMINGTON PRIMARY SCHOOL

LETTINGS POLICY

This sets out the arrangements for the use of the school premises by groups, individuals or organisations.

It should be read in conjunction with the LA's advice and guidance on Lettings and Lettings Insurance. Refer to websites for information on extended schools via SiX or DfE. (See links under Insurance Section.)

All hirers of the school premises will be made aware of the hire costs, terms and conditions, including insurance requirements, before the hire and the agreement is signed (see [Appendix 4.2](#) and [Appendix 4.3](#)). Where possible, fees are payable in advance. If this is not possible an invoice will be raised promptly.

Hire charges, where set, will be reviewed annually by the Headteacher and Governors. The charges will cover any costs incurred, ie heat and lighting, caretaker and insurance. Current charges are as follows:-

- Caretaker costs are based on the current rates issued by Somerset County Council's HR Admin and Payroll Section based on the number of rooms hired.
- An element for heating and lighting is added based on advice from Somerset County Council's Energy Management Team.
- Public Liability insurance (to cover the hirer's liabilities) is added to the hire charge at the current rate of 12% (issued by Somerset County Council's Insurance Section).

Charges to children and youth groups may be subsidised if funds are available for this purpose. This is to be agreed on individual circumstances by the Headteacher and Governors.

There is currently no charge for the use of the premises by the PTA.

The school premises are only available to hire to groups, individuals or organisations that reflect the educational aims of the school.

**SOMERSET COUNTY COUNCIL
LETTINGS OF COUNTY COUNCIL PREMISES INSURANCE**

NOTES

Subject to the Exclusion mentioned below, the County Council is able to offer the following cover by way of insurance for hirers of Somerset County Council schools and other premises on a casual basis: -

1. PUBLIC LIABILITY (THIRD PARTY) insurance - ie claims by persons for which the Hirers (not the Somerset County Council) may be responsible.
2. Cover, which includes risks of food poisoning from food and drink supplied by the hirers, has been arranged subject to a limit of £2,000,000 for claims arising out of any one occurrence.
3. DAMAGE TO PREMISES HIRED (but excluding fire damage - see below). Cover, which includes vandalism for which the Hirer may be responsible, is limited to £1,000,000 for each hiring and is subject to the hirer meeting the first £100 of each claim.
4. DAMAGE TO PREMISES HIRED by FIRE OR EXPLOSION for which the hirer is responsible or which is directly attributable to hiring.

EXCLUSION

The above insurance arrangements DO NOT apply to Commercial Organisations such as a trading company promoting an exhibition or promoters of professional entertainment on the Council's premises. Such hirers are expected to have made their own insurance arrangements.

1. This statement is a summary of cover. If required, full details of the insurance cover may be obtained from the Insurance Department, (Finance), County Hall, Taunton.
2. The premium is added to the hiring charge.
3. This insurance cover is also available to hirers where the County Council makes no charge, although it is expected that outside organisations eligible for free use of premises will have made their own insurance arrangements. If cover is required a premium will be charged equivalent to that payable on a chargeable letting for a similar period.
4. All activities of staff, governors and parent/ teacher associations directly related to the running of the school (including fund raising activities) are covered by the Council's insurances.
5. It is required of the insurance cover that all reasonable precautions be taken to prevent accident, loss, damage or injury.
6. The Somerset County Council is unable to insure hirers against their responsibility to their own employees. Hirers must make their own arrangements as required by the Employer's Liability (Compulsory) Insurance) Act 1969.
7. The Somerset County Council does not provide insurance for other risks of hirers, e.g. loss of money, tickets, etc, or arising from the cancellation of a hiring. Hirers must take whatever steps they deem necessary to protect themselves against such risks.

CLAIMS

All claims under these insurance arrangements must be made to the Insurance Department (Finance), County Hall, Taunton, TA1 4DY.

Preliminary information should be telephoned to the Insurance Department - telephone 01823 355290 when advice on further action will be given.

HIRE OF EDUCATIONAL ESTABLISHMENTS

CONDITIONS OF HIRE

1. In these conditions,
 - (a) "the Authority" means the Somerset County Council;
 - (b) "the Establishment" means the school premises;
 - (c) "the Facilities" means the premises and/or equipment forming part of or belonging to the establishment which the Hirer has identified on his/her application form;
 - (d) "the Hirer" has the meaning defined at Clause 2 below;
 - (e) "the Hire Period" is the period or periods of hire set out in the application form and agreed by the Headteacher;
 - (f) "the Responsible Body" means the establishment's Governing Body, its management committee or any other body charged with responsibility for the use of its premises by the community;
 - (g) "User/Users" are those people using the Facilities as members of the Hirer's party.

2. The Hirer

- 2.1 The Hirer is the person (whether acting as an individual or on behalf of a club or organisation) hiring the Facilities.
- 2.2 The person signing the application form shall be deemed to be the Hirer and must be over 18 years of age.
- 2.3 Where the person who signs the form indicates that he or she signs the application form for or on behalf of any club or organisation, that club or organisation shall also be deemed to be the Hirer and shall be jointly and severally liable with the person who signs this agreement for any breach or non-observance of these conditions and that person warrants that he/she is the duly authorised representative of the club or organisation concerned and has the necessary authority to sign this agreement on its behalf.
- 2.4 Should there be any default of payment by the club or organisation, the person signing the form shall be deemed personally liable.

3. Application for Hire

- 3.1 All applications for the hire of the Facilities must be in writing on the printed form.
- 3.2 The Facilities will be used solely for the event described on the application form.

- 3.3 If this booking relates to a regular and continuing booking this one undertaking shall be binding for all occasions when the Facilities are used, but a regular booking shall not create or cause a periodic tenancy in respect of the Facilities.
- 3.4 The information given by the Hirer in the booking form shall not imply that the Authority considers the Facilities are suitable for the purpose(s) for which they are to be hired or are adequate accommodation for the number of people attending, and the Authority gives no warranty that the Facilities are legally or physically fit for the purpose(s) for which they are hired.
- 3.5 The Headteacher or his/her representative may enter the Facilities at any time during the Hire Period to ensure that the terms of this agreement are being fulfilled, and the Hirer shall not at any time be entitled to exclusive possession as against the Authority or its duly authorised representative(s).
- 3.6 The Headteacher, or his/her representative, may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.
- 3.7 Authority to accept or decline or postpone a booking shall rest with the Headteacher of the establishment or his/her representative whose decision shall be final.

4. Access to the Facilities

- 4.1 Provided the Hire Period has been agreed by the Headteacher, the Hirer and the Users will be given access to the Facilities by the School caretaker.
- 4.2. The caretaker will be present to unlock the premises at the beginning of the hire and will lock up at the end. He/she will not be available during the period of the hire.

5. Hirer's Responsibilities and the Safety of Users

- 5.1 The Hirer is responsible for the safe admission and departure of Users to and from the School and Facilities.
- 5.2 The Hirer must ensure that any necessary CRB checks have been carried out for those supervising children during the Hire Period.
- 5.3 The Hirer is responsible for the behaviour and safety of the Users and must ensure that there is appropriate supervision levels at all times during the Hire Period.
- 5.4 The Hirer is responsible for ensuring that all necessary written permission forms have been obtained from children's parents to enable them to participate.
- 5.5 The Hirer must ensure that a qualified supervisor is present during all activities of a hazardous nature, ie, karate, trampoline, gymnastics, swimming, judo or where the hiring organisation is a youth group.
- 5.6 The Hirer will be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the Facilities are used.
- 5.7 The Hirer is responsible for any special needs or requirements of the Users.

- 5.8 The Hirer is responsible for the adequacy, suitability and safety of all equipment brought to the Facilities.
- 5.9 The Hirer shall not use the Facilities in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Facilities or adjoining or neighbouring property, or to the owners, occupiers or users of such adjoining or neighbouring property.
- 5.10 It is the sole responsibility of the Hirer to obtain any necessary licence for the sale of drinks for the performance of plays and similar productions and for the playing of pre-recorded music.
- 5.11 The Hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the Facilities and to ensure that guests are restricted to the Facilities and to the necessary means of access thereto.
- 5.12 The Hirer must ensure that all equipment must be put back after use.
- 5.13 Any equipment brought to the Facilities must be removed at the end of each Hire Period.
- 5.14 The Hirer must familiarise himself/herself with the emergency procedures for fire, first aid and accident reporting and carry them out to the best of his/her ability.
- 5.15 If the alarm system is activated during the Hire Period, due to Users wandering into restricted areas of the building, then the Hirer will be responsible for any call out fee charged to reset the alarm.
- 5.16 The Hirer must have access to a mobile phone at all times in case of an emergency.
- 5.17 The Hirer and the Users must participate in any evacuation drills or procedures operated by the School.
- 5.18 The Hirer must adhere to non-smoking legislation and the non-smoking policy of the School.

6. Condition of Facilities

- 6.1 The Facilities must be left clean and tidy after each Hire Period. If the Facilities are not cleaned to the reasonable satisfaction of the caretaker, the Hirer will be responsible for the cost to have them cleaned.

7. Payment

- 7.1 In the case of a one-off hire payment will be 7 days in advance of the hire unless otherwise agreed with the Headteacher in writing.
- 7.2 If the hire is for a regular let the establishment will invoice the Hirer on a termly basis.
- 7.3 The Hirer shall be solely responsible for ensuring the agreed hire fee is paid. Failure to pay the agreed fee may result in future bookings being refused and legal action being taken to recover the outstanding debt.

8. Cancellation by the School

- 8.1 The Headteacher reserves the right to cancel an agreed booking for reasons including but not limited to: -
- The School requires the use of the Facilities;
 - The School considers that the Facilities are unfit for use;
 - Any reason beyond the School's control.
- 8.2 Any monies paid in respect of bookings cancelled in accordance with the above Conditions will be refunded to the Hirer. The Authority, the School and the Responsible Body will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the Hirer or the User, arising from cancellation.
- 8.3 If the Hirer is in breach of these Conditions of Hire the Headteacher reserves the right to cancel a booking immediately and no refund will be given.

9. Cancellation by the Hirer

- 9.1 Refund will only be given if more than 24 hours notice is given.

10. Damage

- 10.1 Any damage to the Facilities or the School should immediately be reported to the Main School Office.
- 10.2 If any damage is done to the Facilities, School equipment or any part of the School by the Hirer or the Users, the School may at its discretion carry out the necessary repairs and the Hirer will undertake to pay the cost of such reparation.

11. Insurance

- 11.1 It is a prerequisite of this Agreement that the Hirer has appropriate insurance cover.
- 11.2 The Hirer is responsible for arranging appropriate insurance cover. Details of the insurance arrangements which Somerset County Council is able to offer is attached ([Appendix 4.2](#)). However, the Hirer must also consider taking out further cover for other risks not included such as cancellation.
- 11.3 The Hirer agrees to provide the Headteacher with a copy of their insurance policy prior to the Hire Period and thereafter upon request.

12. Liability Generally

- 12.1 Except in the case of death or personal injury caused by the negligence of the School or Somerset County Council, neither the County Council nor the Governing Body of the School shall be liable to the Hirer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature incurred by the Hirer.
- 12.2 The Hirer shall indemnify and keep the Authority indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability

arising in any way from this Agreement and any breach of any of the Hirer's undertakings/agreements contained in this Agreement.

- 12.3 The Hirer shall not do or permit or suffer to be done by any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Facilities or which would or might vitiate in whole or in part any insurance effected in respect of the Facilities from time to time.

13. Car Parking

- 13.1 The parking of vehicles outside the School site, by the Hirer and the Users are on condition that:
- They park at their own risk and that they accept responsibility for any damage caused to their vehicles or any injury to any person by the vehicles or the presence of such vehicles at the School.
 - The Hirer shall maintain at all times adequate means of access for emergency vehicles.
 - They park with due care and consideration for local residents.
 - They do not arrive/depart around school drop off or pick up times.

14. No assignment/sub-contracting

- 14.1 The Hirer shall not be entitled to assign the benefit of, delegate the burden of, or sub-contract all or any of its rights and obligations under, these Conditions of Hire.

15. Variation

- 15.1 The Responsible Body reserves the right to vary these Conditions of Hire at any time or to make special arrangements in any particular case. The varied conditions of hire will not be effective until a copy is given to the Hirer.

APPLICATION FOR HIRE

I hereby apply for the use of the facilities detailed below:

Club/Organisation:

Accommodation required:

Equipment/Furniture required:

Equipment, etc to be brought onto premises by Hirer (if any):

Heating required: Yes/No

Insurance required: Yes/No **If you do not require insurance, please attach a copy of your own Public Liability Insurance Policy to this application. See [Appendix 4 Section 11.3](#)**

Qualification of Hirer (if relevant) see [Point 5.5](#) of Hirer's Responsibilities and the Safety of Users:
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Applicant's Name:

Address:

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Telephone No:

Treasurer:

Address:

Telephone No:

Date required:

Alternative Date:

Times: From: To:

Approximate number of people:

I have read and agree to be bound by the Conditions of Hire.

Signed in a personal capacity and on behalf of
whose authority I have to bind them by signing this application.

Signed:

Date: