

Lettings Policy



Written / Reviewed	June 2008 October 2008 Oct 09 Nov 10 Oct 11 Oct 12 Oct 14 June 17 September 22
Governors	Oct 2008 Nov 09 Nov 10 Oct 11 Oct 12 Oct 14 May 15 May 16 June 17 October 22

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Introduction

The Governing Board regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, all third party users will be expected to meet all costs incurred by the school in making the premises available for the letting.

Given that the overriding aim of the Governing Board is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind. No lettings of the premises to outside organisations will be allowed that might compromise this aim.

The purpose of this policy is to:

- provide clear guidance on lettings and the hire of school premises
- enable safe access to the school site and premises
- promote the use of school facilities by the wider community
- safeguard the interests of the school

Definition of a letting

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the educational activities of the school.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings, Parent Teacher Association (PTA) meetings and events, and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s budget and do not require a letting agreement. The use of the school for any other activities outside the normal school day (i.e. 8.45am to 3.30pm) must be with the prior agreement of the Headteacher and, as appropriate, subject to the completion of all necessary risk assessments and proof of annual public liability insurance cover which must be in date and statutory licenses, copies of which must be submitted to the Headteacher prior to the commencement of the activity.

Hiring Process

Organisations or individuals seeking to hire the school premises must in the first instance approach the Headteacher or School Business Manager who will identify their requirements and clarify the facilities available. A School Premises Hiring Application Form, available from the School Office, should be completed at this stage.

On receipt of the School Premises Hiring Application Form, the Headteacher/SBM will determine if the let can be accommodated. The Headteacher/SBM may consult with the Local Governing Body to assess the potential risks and solutions associated with the proposal and determine if the proposal is appropriate for the school. In particular, the Headteacher/SBM will consult the Local Governing Body in all cases where the request to

use the school runs the risk of creating a lease.

The Local Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing by the Headteacher/SBM. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

A set of guidance notes to assist potential hirers in applying for use of school premises and any associated pre-requisites and conditions are given below.

The Local Governing Body will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the school’s lettings policy
- the availability of the facilities and staff
- the schools’ equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Potential hirers will be given a Guidance to Prospective Hirers of School Premises (Appendix 1), School Premises Hiring Application (Appendix 2), School Premises Hiring Agreement – Hiring Conditions (Appendix 3) and a copy of the school’s Letting Policy

Priority for lettings

The Local Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to people living in the school’s local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self-help groups
- Faith groups
- Lettings to women’s groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children’s groups
- Lettings youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools’ facilities.

- Commercial activities with little potential to generate income or support for the

- school
- Events selling alcohol
- Activities promoting gambling

Types of Lettings

The Local Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school.

Charges

The Local Governing Body is responsible for setting charges for the letting of the school premises.

The scale of charges will be reviewed annually by the Local Governing Body for implementation from September. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Head teacher, SBM and Local Governing Body are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

Security

The Head teacher, SBM and Local Governing Body have delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

Management of lettings

The Local Governing Body has delegated day-to-day responsibility for lettings to the Headteacher and School Business Manager/Administration Officer. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Local Governing Body.

An annual report on lettings will be made to Local Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Local Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and/or a deposit to cover damage.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's budget account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Local Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

This is set out in the Terms and Conditions for use of school premises (attached).

Health and Safety

The hirer must have a minimum of 1 qualified First Aider and their name(s), together with proof of current qualification, must be included with the Application for Hire of Premises on an annual basis.

The hirer must be in possession of a First Aid kit in line with the First Aid at Work guidelines at all times during the letting.

Licences

A copy of any licence permissions e.g. alcohol licence, must be given to the school's Administrator before the event and kept in the office.

After School Clubs

The hirer must complete the hiring agreement.

The school reserve the right to swap the venue to another suitable space without notice.

The hirer must provide, on an annual basis, proof of their Public Liability Insurance which must be in date.

The hirer must hold and provide proof of a current DBS (Disclosure and Barring Service) certificate.

The hirer must provide the school with proof of any relevant qualifications e.g. coaching

The hirer is responsible for maintaining an up to date register of participants, and a copy of this must be provided to school prior to the start of the club. The hirer is also responsible for taking a weekly register and for advising the school immediately of any non-attenders. This will be followed up by the school office. For regular non-attendance, the hirer is required to contact the participant directly.

The hirer is responsible for holding information of participants which must include their name, two emergency contact numbers, contact email address, arrangements for collection after the club and any medical needs. Copies must be provided to the school by the hirer.

The staffing ratio is set at a maximum of 1:30. Above this, the requirement is for 2 adults to be present.

Health and Safety

The hirer must have a minimum of 1 qualified First Aider and their name(s), together with proof of current qualification, must be included with the Application for Hire of Premises on an annual basis.

The hirer must be in possession of a First Aid kit in line with the First Aid at Work guidelines at all times during the letting.

Complaints Procedure

If the school has concerns or a complaint about a let the following procedures will be applied:

1. The Headteacher/School Business Manager will verbally raise the concern with the named Hirer.
2. The situation will be monitored for 2 sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the hirer will receive written notification of the concern and a further 2 sessions will be given to allow the hirer to address the situation.
4. If the matter remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented within 72 hours from the date of the letter.

PLEASE NOTE: if the hirer blatantly breaks the conditions of use or presents a threat to the safety of pupils or staff, the let can still be terminated immediately.

If you, as the hirer, have a concern or a complaint regarding your let, the following procedures should be followed:

1. Talk to the Headteacher/School Business Manager and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the hirer should contact the Chair of the Local Governing Body in writing and allow 5 working days for the situation to be resolved. Contact information can be provided by the Headteacher or school office.
3. If still unresolved the matter will be placed on the agenda of the next meeting of the Local Governing Body. (If the concern needs urgent attention, a special meeting of the Governing Body may be convened). the hirer will receive a written response from the Chair of Governors detailing the outcome.

If the school receives a complaint from a third party the Local Governing Body will be notified of the complaint.

The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.

If any further correspondence is received, the matter will be placed on the agenda of the next meeting of the Governing Body. A final response will then be sent by the Chair of Governors explaining the final outcome.

Appeals Procedure

1. If a hirer has a letting agreement withdrawn, they have a right of appeal to the Local Governing Body
2. The appeal should be made in writing and will be presented at the next full meeting of the Local Governing Body.
3. The hirer will be informed of any action and/or decision taken by the Local Governing Body.
4. The Local Governing Body's decision is final.

Appendix 1

GUIDANCE TO PROSPECTIVE HIRERS OF SCHOOL PREMISES

Organisations or individuals seeking to hire the school premises must in the first instance approach the Headteacher or School Business Manager who will identify their requirements and clarify the facilities available. A School Premises Hiring Application Form (available from the School Office) should be completed at this stage.

All terms and conditions set out below and in the Hiring Agreements must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

HIRING AGREEMENT

Where applicable following the submission of the School Premises Hiring Application Form, applicants should complete and sign the Schools Premises Hiring Agreement (available from the School Office), acknowledging and agreeing to adhere to the stated terms and conditions and return this to the Headteacher.

The Hirer should pay the fee, as set out in the Hiring Agreement, and provide the school with documentary evidence of all requested insurance cover, prior to the date of the hire. Once the Hiring Agreement has been signed, the hirer should pay the letting invoice, in full, 7 days prior to the date of the let or 7 days before the first occasion if it is a block booking. Once a letting has been approved, an Approval Form will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant Agreement. The letting will not take place until the signed Agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Local Governing Body's current scale of charges (see below). The Headteacher/SBM, in consultation with the Local Governing Body, may exceptionally agree variations to this scale of charges on a case by case basis. Any variation to the scale of charges is wholly within the school's discretion and will be made without prejudice to any future letting to that party or another.

HIRE OPTIONS

A plan of the areas of the school that are available for hire are available from the School Office.

STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background (the Local Governing Body's discretion is absolute in the latter regard). -

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any lease or tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Local Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must undergo a DBS check, in

accordance with Cheshire East Council policy. These checks must be made by prior arrangement with the Headteacher/SBM, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. No person for whom a DBS check is required, but which has not been completed and provided to the Headteacher/SBM prior to the start of the letting, will be allowed to participate in the purpose of the letting.

PRIORITY OF USE

The Headteacher will resolve conflicting requests for the use of the premises, as appropriate consulting with the Local Governing Body, with priority at all times being given to school functions. The school's decision in these matters will be final.

ATTENDANCE

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

PUBLIC SAFETY

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, including as people arrive and leave the event, minimising any nuisance caused to the school's neighbours.

OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. Hirers must also make themselves aware of and conform to the school's Health and Safety policy and associated risk assessment processes. These are available on request from the School Office. It is the hirer's responsibility to complete a risk assessment and provide the school with a copy prior to any use of school premises.

DAMAGE, LOSS OR INJURY

The Hirer will warrant to the Local Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed and continue to provide a copy of the certificate which is in date on an annual basis

Neither the school, nor Multi-Academy Trust will be responsible for any injury to persons or damage to property arising out of the letting of the premises. The Hirer is responsible for any damage caused to the school's property, whether accidental or malicious, during any activity. The Hirer is advised to ensure that appropriate damage insurance is in place as the Hirer will be liable for meeting full cost of any damages arising from its let.

The school will not be responsible for any consequential loss to the Hirer for any cancellation by the school of a particular hiring.

FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

SCHOOL EQUIPMENT

School does not usually allow the Hirer to use school equipment; permission must be sought in advance. If permission is granted, responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

LICENCES

School premises will not be let for any activity requiring entertainment or alcohol licences. The Hirer will indemnify the school if their activities contravene any licensing requirements.

ELECTRICAL EQUIPMENT

Any electrical equipment brought by the Hirer onto the school site MUST comply with the school code of practice for electrical equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

CAR PARKING FACILITIES

Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. Vehicles must not be parked on paths, verges, lawns or other access routes to the school or restrict access to the school and its facilities. A charge may be levied on the Hirer to make good any damage made to kerbs, paths, verges lawns etc., as a result of inappropriate parking. Cars are left at the owners' risk.

FIRST AID FACILITIES

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available, except for the defibrillator which can be found in the staff room and fire Located in the small baking area

FIRE REGULATIONS

A written copy of fire evacuation procedures will be available to hirers from the school office. Hirers must agree to take responsibility for ensuring users are aware of fire evacuation and fire prevention procedures. The advice will specifically relate to emergency evacuation procedures, fire alarm points and firefighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services.

FOOD AND DRINK / INTOXICATING LIQUOR / SMOKING

No food or drink may be prepared or consumed on the property without the direct permission of the Local Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

No intoxicants shall be brought on to or consumed on the premises.

The whole of the school premises is a non-smoking area, and smoking is not permitted at any time.

COPYRIGHT OR PERFORMING RIGHTS

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority, Trust or the Local Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

SUB-LETTING

The Hirer shall not sub-let the premises to another person.

Appendix 2

SCHOOL PREMISES HIRING APPLICATION 2019/2020

To the Headteacher of the above-named School acting as the Owner's Agent.

1. I

.....

Of (address)

.....

Telephone number/s (day time and evening).....

hereby apply for the hire of the following parts of the premises of the above mentioned School.

.....

.....

From.....am/pm on

.....

Until.....am/pm

on.....

For the purpose

of.....

.....

.....

2. I agree to pay for such hire the following sums, namely:-

£

Hire

charge.....

3. Not more than 160 persons shall be allowed on the premises during the hiring.

4. I have read, understood and agree to observe and perform the Hiring Conditions attached to this application.

5. I enclose the following documents with this application and confirm that their contents are true, accurate and up-to-date:

Risk assessment for our proposed activity.
Evidence of public liability cover in a minimum sum of £5,000,000.
First aid certificate

6. I confirm that I have seen evidence that enhanced DBS checks have been carried out on all appropriate individuals responsible for the proposed activities and I am satisfied that based on this information they do not present a risk to children. Please provide names of individuals and DBS numbers for our school records.

Name of Individual

DBS Number

7.

This hiring is on behalf of

.....

whose authority I have to bind them by signing this application on their behalf.

Signed.....

Dated.....20.....

NOTE : All arrangements for use of the School Premises are subject to the Owners and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused.

SCHOOL PREMISES HIRING APPLICATION

To (the applicant)

Your application datedto use

on at the cost of £..... has been approved/not approved.

Signed(Headteacher/for Headteacher)

Dated20...

Appendix 3

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

SCHOOL PREMISES HIRING AGREEMENT – HIRING CONDITIONS

1. In this Agreement:

1.1 “the Owners” means The Fallibroome Trust of Priory Lane, Macclesfield Cheshire, SK10 4AF

1.2 “the Agent” means the Headteacher.

1.3 “the Hirer” means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be representing. The liability under this Agreement of such person and such organisation shall be joint and several.

1.4 “the School Premises” means the above-mentioned School or any part of it

2. The Hirer shall:

2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.

2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.

2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.

2.4 not permit any animals to be brought onto or kept on the School Premises.

2.5 comply with and observe the School’s no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).

2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain public liability insurance cover in a minimum sum of £5m for the period of hire. A copy of such insurance cover must accompany the application form and be submitted to the Agent at least 48 hours before the hiring.

The only exception to the above insurance requirement is if the Hirer is an individual person hiring for sole use, or a loose-knit group using the building for the benefit of the community. In these circumstances the Agent can exempt the Hirer from the need to have Public Liability insurance, providing risk management controls are in place.

For the loose-knit community groups a risk assessment must be completed by the hirer for the activity itself and submitted to the Agent with the application form.

2.7 accept that the Owners shall not be responsible for any loss, theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of

machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.

2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.

2.9 shall ensure that at all times good order is kept on the School Premises.

2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school 'phone must be paid for unless they are genuine emergency calls.

2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.

2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.

2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.

2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.

2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.

2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.

2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.

2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.

2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.

2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.

2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to

the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses, costs, damages and expenses resulting from any failure to comply with the same.

2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.

2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.

2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.

2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.

2.26 ensure that any activities involving children comply with all relevant legislative, local Children's Services, local authority and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance for the Hirer's activities when children are on the School Premises.

2.27 ensure that payment is made by cheque to "Cheshire East Borough Council" and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.

2.28 comply with any guidance on acceptable/unacceptable behaviour produced by the Agent or other representative of the Owners and provided to the Hirer

2.29 at all times during the hiring comply with the School's security fire and health and safety arrangements as brought to the Hirer's attention and ensure that any specific instructions in relation to site security are carried out in accordance with such instruction

2.30 the Hirer must be responsible at his/her own expense for carrying out his/her own risk assessment with regard to the hiring

3 This hiring agreement may be terminated by either party giving to the other one month's notice in writing, such notice from the Hirer to be served on the Agent for the time being or his/her successor and such notice served by the Owners or the Agent to be served on the Hirer or the Hirer's representative at the address stated in the Hiring Application form (service by fax or email not being acceptable)

Notice to have immediate effect may be served by the Owners or the Agent in the event of mis-use, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions.

Appendix 4

Charges for hiring

CHARGES

Hire charges are reviewed annually and the current charges are as follows...

The following tariff sets out the usual charges that apply to the use of the school premises for non-commercial purposes, subject to the discretion of the Local Governing Body.

These charges are exclusive of any charge that might be levied in connection with:

- tidying and / or cleaning of the school facilities when not left as found;
- travel and time costs incurred in opening and securing the school; and
- any cleaning / tidying or other deposits levied on hirers.

	Charities	Non-charities
Brown hall	£12.50 per hour	£25.00 per hour
Blue hall	£12.50 per hour	£22.00 per hour
Classroom		£15.00 per hour
Field		£35.00 per day
Staffroom (elections)		£51.60 per day