



# LETTING OF SCHOOL PREMISES INITIAL REQUEST FORM

Name of Applicant:			
Address:			
Telephone Number:			
Name of Organisation:			
Activity of Organisation:			
Details of Premises Requested:			
Dates Required:			
Start Time:		Finish Time:	
(please allow time for your preparation and clo		earing up)	<u> </u>
Use of School Equipment (please specify):			
Details of any Electrical Equipment to be brought in:			
Maximum Number of Participants:			
Age Range of Participants:			
Number of Supervising Adults:			
Relevant Qualifications of Supervising Adults:			
Where applicable, have DBS checks (including Barring List checks, where necessary) been car			
When?			
By Whom?			

The hirer agrees to provide the school with the name of individuals who are working with children during the hire; confirmation that DBS checks have been made for relevant individuals and clearance confirmed; and details of supervision arrangements in place for those who it is deemed not necessary to obtain a DBS check.

Dates during the year when the Facilities will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate supervision arrangements will be in place at all times.

The Hirer undertakes to comply with (see Terms and Conditions for further	h the regulations regarding the use of own electrical equipment r details).
Any other relevant information:	
I confirm that I am over 18 years of a	ge, and that the information provided on this form is correct.
Signed:	Date:

#### TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below 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.

#### 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 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 tenancy between the school and the hirer.

Persons involved with the hire may have to undergo a criminal record check via the Disclosure and Barring Service (DBS). Further advice and guidance around the requirement for DBS checks when hiring premises can be obtained from the school office. Where DBS checks are necessary, these checks must be made in advance of the hire to ensure that clearance is confirmed prior to the hire taking place.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

## **Sub-letting**

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

## **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Finance and Premises Committee may monitor activities from time to time.

## **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.

# **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### **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, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

# 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.

#### Damage, Loss or Injury

The Hirer warrants to the 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.

## **Insurance for One-off Lettings**

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the letting. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £5m.

If the Hirer does not have their own insurance, then cover can be arranged by Plymouth CAST for 10% of the hire charge. This premium will need to be passed to Plymouth CAST for it to be paid to the insurers. Please note that the Plymouth CAST's insurance will not cover the use of bouncy castles unless they are hired with an operator who has the appropriate liability insurance.

This cover can also be arranged for Group Hirers (club etc) who do not have any or sufficient (£5m) public liability insurance of their own.

If the Governors have agreed for a Letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.

Neither the school, nor Plymouth CAST, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

# **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**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. 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.

# **Electrical Equipment**

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

#### **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

# **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

## 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 schools resources is not available.

# **Food and Drink**

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

# **Intoxicating Liquor**

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

### **Smoking**

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

#### **Heels and Shoes**

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

# **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 school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

# Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

# **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

## Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. Whilst hirer's are using the facilities they can be delegated responsibility for the security of the premises, they will still have to cover the costs incurred for a school representative to open and close the school. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

# Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

# **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playground at the rear of the school. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

# **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.





# LETTING OF SCHOOL PREMISES HIRE AGREEMENT

The Governing Body of:						
School Address:						
Julion Address.						
The Hirer:						
Address:						
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Telephone:						
Specific Nature of Use:						
Maximum Attendance:						
	Date(s) &	Period(s) o	f Hire:			
Room / Area / Grounds	Date(s) & Period(s) of Hire:  Room / Area / Grounds  Date  Period  Additional Notes					
Mooning Area / Grounds	Date			Additional Notes		
		FIOIII	То			
				<b></b>		
Total hours / Sessions:						
Fee (specify per hour or per						
session):						
Total charge:						
		_				
			Hirer on	the date(s) and for the period(s)		
mentioned above, upon payme	ent of the fee sp	pecified.				
The Hirer accepts all the condit	ions of hire as	set out in th	e attached	Terms and Conditions document.		
The Hirer's attention is specific	ally drawn to t	he indemni	ties contair	ned in the hire conditions, and the		
need to obtain suitable insuran						
to obtain saltable insulation	12 00 121 101 di	., 1000, aaiii	-00 01 111101	. 1 -		
Signed:			Date	::		
(The Hirer)						
Signad			Data			
Signed:(On behalf of the Governing Bo		•••••	Date			
(On behalf of the doverning bu	uy <i>j</i>					