



Elton Primary School & Nursery

# Letting Policy

*In our school, the wellbeing and education of all our children comes first*

<b>Full Governors</b>	Summer 2023
<b>Review</b>	Summer 2025

## **AIMS**

1. To ensure the maximum beneficial use of the school with the minimum disruption of the main aims of Elton Primary School and Nursery.
2. To ensure the letting of the school does not financially penalise the school.
3. To ensure local community social, educational groups / clubs can utilise the facilities of the school without causing financial difficulties for themselves or the school i.e. PTFA, playgroups, scouts etc.

## **SAFETY**

The school will advise any organisation using the school on current safety arrangements and ensure an authorised member of the organisation and / or a member of our school is available to ensure the safety / security of the school.

## **CHARGES**

Any area will be let to authorised organisations on the rates attached, as recommended by the Local Education Authority.

Any organisation hiring the school will need to ensure they operate within the rules and regulations governing County property. The school reserves the right to terminate the let within **one week's notice.**

## ELTON PRIMARY SCHOOL AND NURSERY

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:
  - (a) “the Owners” means Cheshire West and Chester Council of 58 Nicholas Street, Chester CH1 2NP
  - (b) “the Agent” means the Headteacher.
  - (c) “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.
  - (d) “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 Elton Primary School 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 misuse, damage caused to property, fixtures and fittings or damage to persons or other fundamental breach of these terms and conditions

- 4 The facilities covered in the hire agreement are either of the Infant and Junior halls on any one night – not both. This will ensure that the cleaning team can meet their targets. All the hirer's resources must be stored in locked cabinets. No liability whatsoever will be accepted for loss or damage to items not stored in this way. Other than the folding dining tables, the hirer does not have the right to use any school owned resources.
- 5 An additional sink has been fitted and space to accommodate a fridge in the staff room has been made. It is a requirement for the hirer to install a cupboard in this area if they require additional non-perishables storage.
- 6 It is a requirement that the hirer check all the toilets and sinks accessed by the children to ensure no unflushed waste or blockages before leaving site. It is also a requirement that the lights are turned off and site secured before the hirer leaves site. Failure to do so will result in a call out charge being made to the hirer.
- 7 It has been agreed that the school premises will also be available for holiday clubs where it is possible to accommodate the request. Whilst a monetary charge will not be made for this hire, a series of weekly PE sessions will be provided to the school in exchange for this facility.
8. It has been agreed that the school field – which has a separate perimeter to the main school premises – will be available for a “mini-kickers” activity outside of school hours. Whilst a monetary charge will not be made for this hire, a small voluntary donation will be made.

**ELTON PRIMARY SCHOOL AND NURSERY**

**SCHOOL PREMISES HIRING APPLICATION**

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, commencing on xxxxx and ending on the xxxxx, to be renegotiated **annually**, subject to the Note appended at the end of the agreement relating to Owners/Agents rights.

.....  
.....  
from.....am/pm on.....  
until.....am/pm on.....  
for the purpose of.....  
.....  
.....

2. I agree to pay for such hire the following sums, namely:- £xx per day (Hire charge sixteen pounds daily).  
This covers daily hire 07:30 – 09:00 and 15:00 – 18:00  
This charge is subject to review annually.
3. I have read, understood and agree to observe and perform the Hiring Conditions attached to this application.
4. 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.
5. 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.
6. This hiring is on behalf of.....  
  
whose authority I have to bind them by signing this application on their behalf.

Signed .....

Dated.....2023

**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 (eg Christmas fair, performance, etc) or are rendered unfit for the intended use howsoever caused. In the case of school requiring the halls, alternative accommodation will be offered wherever possible.**

ELTON PRIMARY SCHOOL

SCHOOL PREMISES HIRING APPLICATION

To (the applicant) .....

Your application dated .....to use .....

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

Signed.....(Headteacher)

Dated .....