



**Marshbrook First School  
Lettings Policy  
June 2016**

This Policy contains

- Conditions of use of the premises
- Insurance arrangements
- Application for hire of school premises
- Agreement for the use of school premises

# MARSHBROOK FIRST SCHOOL

## CONDITIONS OF USE

School premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose.

### **1. Applications**

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Governing Body of the School, but subject to any direction given to them by the LEA.

### **2. Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

### **3. Fees and charges**

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body.

### **4. Duration of the Letting**

The Governors shall determine in advance the duration of a letting.

### **5. Cancellation of hiring by Governing Body**

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control

### **6. Cancellation or postponement by Hirer**

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body

### **7. Hired Area**

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.

The LEA and Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

### **8. Variation of Conditions**

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

### **9. Security and Access**

For those lettings taking place outside of school hours, the hirer must not vacate the premises until the caretaker has arrived to lock up. For those lettings taking place during school hours, the hirer must ensure that doors/windows are not left open.

### **10. Care of School Premises**

The hirer is responsible for everyone who is on the School's premises for the activities they are organizing and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement. Where the activity generates more waste than the bins can hold, the hirer must agree arrangements for cleaning and waste disposal.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises. No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

### **11. Intoxicating liquor**

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

### **12. Smoking**

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

### **13. Public Entertainment and other Licences**

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

### **14. Copyright and Performing Rights**

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at least one week/month\* (delete as appropriate) before the letting.

### **15. Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

### **15. Use of Equipment**

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than benches and tables for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The

Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

#### **16. Insurance**

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Full details of the policy details including conditions and exclusions can be found in the Third Hirer's Policy – Summary of Cover document. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

#### **17. Parking of Vehicles**

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

#### **18. Use of Playing Fields**

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn. It is the hirer's responsibility to check that the field is safe to use before commencing activities.

#### **19. First Aid**

The hirer is responsible for ensuring that there are adequate first aid arrangements in place for the activities they're organizing. Serious accidents must be reported to the headteacher.

#### **20. Counter Terrorism and Security**

The hirer acknowledges that the school has a duty under the Counter-Terrorism and Security Act 2015 (CTSA) to have due regard to the requirement to prevent people from being drawn into terrorism. The hirer shall facilitate the Council's compliance with it's duty pursuant to the CTSA and the hirer shall have regard to the statutory guidance issued under section 9 of the Counter-Terrorism and Security Act 2015.

#### **21. Miscellaneous**

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

## Insurance

### Third Party Hirer's Insurance Policy – Summary of Cover

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

- (a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- (b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover are set out below:

1. Persons/Organisations Insured

Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council

2. Occupations & Activities

The activities of the insured (see above) at the premises owned by Staffordshire County Council.

3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.

4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:-

- (a) Accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
- (b) Accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
- (c) Accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service.
- (d) Accidental damage occurring during the period of insurance arising out of the activities of the Hirer at the premises,

5. The policy will not apply in respect of the use of the premises for the following:

- (a) Meetings organised by political parties
- (b) Professional entertainment promotions
- (c) Commercial or business use
- (d) Hire of play grounds and playing fields **unless** as part of a hiring for the school buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

6. The limit of indemnity under the policy is currently £5,000,000

7. The policy **only** applies whilst the individual/organisation is using Council premises.

8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

## APPLICATION FOR HIRE OF MARSHBROOK FIRST SCHOOL

1. Name of Hirer
2. Address of Hirer
3. Daytime Telephone Number Evening Telephone Number
4. Details of requirements: Room and area to be hired (tick relevant columns)

<b>Hall</b>	<b>Playing field</b>	<b>Additional facilities</b>
<b>Start date:</b>	<b>Start time:</b>	
<b>End date:</b>	<b>End time:</b>	
<b>Day of Week:</b>	<b>Number of Lettings</b>	
<b>Nature of Activity:</b>		
<b>Equipment / facilities requested:</b>		
<b>Equipment to be brought in by hirer:</b>		
<b>Age range of those attending:</b>	<b>Numbers attending:</b>	

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

\*Public liability insurance is being provided by the County Council's Third Party Hirer's Insurance Policy I can confirm that I have read the Summary of Cover and fully understand the insurance being provided including the policy conditions and exclusions which apply.

\*Public liability insurance is not being provided by the County Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

Signature of Applicant:.....

Full Name (in block letters)..... Date:

**NOTE:** The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

**MARSHBROOK FIRST SCHOOL  
AGREEMENT FOR THE USE OF SCHOOL PREMISES**

**AN AGREEMENT** made \_\_\_\_\_ (date) \_\_\_\_\_ between  
**MARSHBROOK FIRST SCHOOL** \_\_\_\_\_ (Name of School) and  
\_\_\_\_\_ (Name of hirer/organisation)

**IN CONSIDERATION** of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

payment being made in full at least one week/month (delete as applicable) prior to the letting(s) taking place;

the person in charge of your activity being shown the fire escape routes before the start of the letting;

the Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

**THE SCHEDULE**

<b>Area hired/ additional facilities and equipment</b>	<b>Dates and Times of Hire</b>

Signed by \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of the Governing Body

Signed by the hirer \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.