



Roding Valley
HIGH SCHOOL

Lettings Guidelines

November 2017

Reviewed: September 2017
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Regulations and Charges for the hire of School premises and facilities 2017- 2018

Abridged Regulations for the Hire of Education Facilities

Section 1: Acceptance of Conditions

The hiring of accommodation is permitted only on the condition outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptable of these conditions.

Section 2: Compliance with Conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions and the hirer or their responsible person should be on the premises until the last person has left.

Section 3: Procedure for Arranging and Cancelling a Hire

Applications for the hire of the school premises should normally be made at least three weeks in advance.

A prospective hirer shall submit a completed application form, in accordance with the procedure described on the form. The School reserves the right to cancel any hire without notice; however, every effort shall be made to give reasonable notice to a hirer, and whenever possible, alternative facilities offered. For long term, established lettings the maximum booking term will be one year and the minimum one term. If for any reason, a long term letting agreement is cancelled, the hirer is expected to pay 50% of the remaining costs of that letting. In general reservations will not be accepted for dates more than 12 months in advance except for special events such as those needing extensive preparations.

Section 4: Refusal of Hire

The Governors may refuse an application to hire the premises if:

- The premises are required by the School;
- There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer;
- For any other reason the Governors deem it necessary or expedient to withhold the permit;

No compensation shall be payable by the Governors by reason of such a decision.

Section 5: Cancellation by the Hirer

The hirer must give at least **2 weeks' notice** of cancellation to the Finance and Administration Manager acting for the Headteacher and Governors. If any shorter period of notice is given, the Governors reserve the right to pass on to the hirer any costs unavoidably incurred.

Section 6: Indemnity & Insurance

Indemnity

The hirer will accept responsibility for:-

- Damage to premises and equipment being used



- Third party claims involving injury to persons (including staff) and/or damage to property except when caused solely by the negligence of (the School and/or Essex County Council) their servant's and/or agents.

Insurance

Insurance is in force to indemnify Essex County Council's and participating schools'. At the request of participating schools, Public Liability insurance will apply to any **non-commercial hirer** in respect of sums that the hirer may be legally liable to pay as damages (incl. damage to School buildings) and claimants' costs and expenses with a maximum indemnity limit of £10,000,000.

This Insurance excludes cover for certain groups who must be asked to confirm that suitable cover is in place before the hiring commences.

The following are excluded:

- **Meetings organised by political parties**
- **Hiring for professional entertainment purposes.**

N.B.: A non-commercial hirer **will** continue to be insured where he/she engages an entertainer, band or group for a specific function. The School hiring agreement should nevertheless make clear that the insurance does not extend to protect the entertainer /band /group and that it is the hirer's responsibility to receive confirmation that such entertainment carries its own Public Liability Insurance.

- **Hiring for commercial or business functions incl. Clubs run privately for income generation**

The hirer will be responsible for the first £100 of any loss or damage to property.

N.B: The cover provided by this Section excludes any liability for bodily injury or damage to property of one club member to another or of one sports participant to another whilst engaged in such activities

NNB: In respect of any hiring by an organisation or individual not protected by this Insurance, it is the responsibility of the School before any confirmation of booking is provided, to ensure that such Organisations / Individuals provide written confirmation from their Insurers that the required Insurance cover is in place.

Section 7: Activities for Children

For these activities, a hirer shall ensure that two responsible adults are present, and in charge throughout the whole period of hire. It is recommended that one adult is a qualified First Aider.

Section 8: School Equipment



No use may be made of apparatus such as stage fittings, pianos, etc., without specific permission.

Section 9: Fabric and Fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing, and the wearing of stiletto heels is prohibited. The hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

Section 10: Storage

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk and there may be a charge levied.

Section 11: Hirer's Property

Furniture and apparatus may be brought on to the premises at the hirer's own risk. Hirers shall not bring on to the premises, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

Hire charges for regular events will be invoiced in advance. Occasional hires will be invoiced immediately and the income must be received before the letting take place. Receipts will be issued on request.

The Governors reserve the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated in the hire form.

The hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Governors against costs unavoidably incurred as a result of insufficient notice of cancellation of booking, any damage caused by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Governors, and their decision will be final.

Section 12: Statutory Requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, musical (including disco) and stage events must be considered to be public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainments, it is the hirer's responsibility to inform the local Council's Licensing Officer and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

Section 13: Attendance and Behaviour

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

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. The hirer shall be liable for damage caused by unruly or inappropriate behaviour.



It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities and the School and/or hirer's insurance arrangements,

Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Head of School/Executive Headteacher. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to ensure that an appropriate licence is obtained from the local magistrates' court.

Section 14: Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors and appropriate licenses and permissions are obtained.

Section 15: Fire Precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises, and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times. The hirer is responsible for ensuring that their party are all out and accounted for and report to the Premises Assistant in charge.

Section 17: First Aid

First Aid is the responsibility of the hirer and the hirer is responsible for supplying a small First Aid kit at all times.

In case of an emergency, please use the public payphone situated in the Reception area of the School.

Section 18: Smoking

Smoking including e-cigarettes are not allowed anywhere in the building and surrounding grounds.

Section 19: Premises Assistant

The Caretakers are instructed by the Governors to ensure that the conditions of the hire are fully complied with. All reasonable instructions given by the Caretakers on duty must therefore be followed.

Section 20: Right of access

The Governing body and its agents reserve the right of access to the premises during the letting.