

# Shelton Infant School Lettings Policy

## Conditions of Hire

### Terms Used in These Conditions:

|             |   |
|-------------|---|
| We, our, us | Means Derby City Council  |
| You         | Means the hirer, or the person signing the booking application, and the club or organisation you represent  |
| Manager     | Means the manager of the facility or their nominated representative   |
| The School  | Means the whole of the School   |
| Premises    | Means the part of the School booked for hire  |
| Event       | Means the event activity or block booking for which the booking is made   |
| Hire Period | Means the period the hirer is entitled to use the premises, specified on the official confirmation of the hirer's booking application or any agreed amendment |

## The Hire Conditions

### 1. Liability

- 1.1 You, as the hirer, are personally responsible for complying with these conditions together with the club or organisation you represent.
- 1.2 Before the Event start date, you must complete, sign and return the form at section 14 accepting personal responsibility, together with the club or organisation you represent, for compliance with these conditions.
- 1.3 We have the right for our employees or agents to enter the Premises during the Event to make sure you comply with these conditions of hire.

### 2. Booking Applications

- 2.1 We only accept booking applications to use any part of the School on the official booking application form.
- 2.2 We may, at our discretion, refuse an application.
- 2.3 We will send official confirmation acceptance of your booking to you in writing.

- 2.4 You may not transfer a booking without the School's agreement in writing beforehand.
- 2.5 Any unauthorised transfer of bookings may result in the School refusing to accept any future bookings from you.

### **3. Cancelling Bookings**

#### **School Cancellations**

- 3.1 We may cancel your booking where events beyond our control mean that your Event cannot take place. We will try to give 28 days written notice of any cancellation but this may not always be possible, in which case we will give you as much notice as practicable. You will be entitled to a full refund of any payment you have made to us in respect of the booking.
- 3.2 We may cancel for some other reason. We will try to give 28 days written notice of any cancellation but this may not always be possible, in which case we will give you as much notice as practicable. You will be entitled to a full refund to any payment you have made to us in respect of the booking. We will also compensate you for any expenditure you have reasonably incurred in relation to the Event prior to us cancelling the booking.
- 3.3 We may cancel your booking if you breach the Conditions of Hire. If we cancel your booking for this reason we will take reasonable steps to minimise our losses, but the hirer will be liable for all reasonable and foreseeable losses that remain.

#### **Hirer Cancellations**

- 3.4 For any booking other than a block booking you must give us 28 days written notice to cancel the booking. In the event of a hirer cancellation we will take reasonable steps to minimise our losses but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.5 If you do **not** give 28 days written cancellation notice we will take reasonable steps to minimise our losses, but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.6 For **block bookings** you must give 7 days written notice to cancel a session. In the event of a hirer cancellation the School will take reasonable steps to minimise its losses but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.7 Where you are liable to pay our losses we may apply any part payment by you to offset your liability.

### **4 Charges, Part Payments and Payments**

- 4.1 We charge advance bookings at the scale of charges applicable at the Event date.
- 4.2 The School sets the scale of charges to use the Premises or equipment and has the right to vary the charges. We will try and give at least 4 weeks notice of any increase

in charges but this may not always be possible. If as a result of any increase in charges you decide not to go ahead with the booking, any payments already made will be fully refunded.

- 4.3 For **non-commercial** and casual – ‘**one-off**’ bookings, you must pay a part payment of £30 with your booking application and pay the balance at least 14 days before the Event. When the total hire charge is less than £30 you must pay the full amount when you receive our written ‘Acceptance of Booking’ confirmation.
- 4.4 For **commercial bookings**, you must pay a 25% part payment when booking and pay the balance at least 28 days before the Event.
- 4.5 For block bookings you must pay one month in advance. We will send an invoice to you detailing payment dates.
- 4.6 The school can, at its discretion, adopt a more informal approach and agree a donation(s) to cover minimal costs associated with the hiring of school premises.
- 4.7 If you do not pay the balance on time we can treat this as a breach of conditions and cancel your booking as set out in clause 3.3.

## **5 Hire Period**

- 5.1 Hiring the Premises does not entitle you to enter or use them at any other time other than the hire period booked and confirmed, unless you arrange this with the School beforehand.
- 5.2 Setting up and dismantling equipment must take place within the hire period unless otherwise agreed beforehand with the School.
- 5.3 If you use the Premises beyond the hire period you may be liable for an additional charge at the current hourly rate, to the nearest 15 minutes.

## **6 Premises and Equipment**

- 6.1 You may only use the Premises for the purpose shown on our official booking confirmation unless you get written permission from the School beforehand.
- 6.2 If your proposed use of the Premises includes an event that is not covered by our insurance we may increase the published charges and impose additional conditions. We will tell you of these additional charges or conditions before a contract is concluded.
- 6.3 You must comply with all reasonable requests made by the School or the facility staff during your booked Event.
- 6.4 You must not drive screws or nails into the Premises’ walls, floor or ceiling or into any fixture or fittings.
- 6.5 You must not fix decorations, flags, emblems or anything similar to the walls or fixtures without the School’s consent in writing beforehand.

- 6.6 You are responsible for removing all equipment, decorations, fittings, refreshments, and all other goods not belonging to us at the end of your hire period.
- 6.7 You must make sure the Premises are clean and tidy at the end of your hire period and all waste and rubbish is collected and put in a refuse bin.
- 6.8 You will be liable for any damage to the Premises or any equipment you use during your hire period unless the damage is the result of our negligence.
- 6.9 Smoking is not permitted on any part of the premises.
- 6.10 You may not sell or auction any goods on the Premises without written agreement from the School.

## **7 Insurance – Public Liability Insurance**

- 7.1 You must take out sufficient and appropriate insurance for your Event including liability insurance for death or injury to persons or loss or damage to property including the School, Premises or equipment of the School. Such insurance must indemnify the School against any claims that may be brought against it arising from your Event which the Council are liable under 8 below.

## **8 Safety**

- 8.1 You must take all reasonable safety measures. You can obtain information on the Health & Safety at Work Act 1974, the by-laws and codes of practice relating to the School from the School. The School may ask you for a copy of your Health & Safety Policy.
- 8.2 You must ensure that all persons attending the Event use the Premises, facilities and equipment in a proper manner having regard to any relevant guidance, byelaws or regulations.
- 8.3 You must not alter or add to the lighting, loudspeakers, microphones or any other electrical equipment without agreement in writing beforehand from the School.
- 8.4 All electrical equipment you use at the Event must have a current electrical safety certificate and also be approved by the School.

### **Fire**

- 8.5 You must make sure that:
  - all inflammable materials you use in displays or in costumes at the Event are treated and maintained with a fire-resistant solution;
  - during the Event, no-one interferes with fire doors with automatic closures;
  - you keep every corridor, entrance and exit clear and ready for emergency use;
  - no-one interferes with fire extinguishers except if there is an emergency;
  - you comply with all other safety guidelines the School or facility staff bring to your attention.

## **Accommodation Limits**

- 8.6 You must not exceed the maximum accommodation limits listed for the Premises.
- 8.7 The School may reduce these numbers in some circumstances, after first discussing it with you. Should any revised accommodation numbers be unacceptable to you, and you no longer wish to proceed with the event, you will receive a full refund of any payment made.

## **Supervision**

- 8.8 You must provide a sufficient number of officials or stewards to supervise your Event. You must make sure you adequately supervise and control children attending the Event.
- 8.9 You are responsible for all persons involved in supervising the Event other than our staff, and ensuring that they are suitable, competent and properly trained. In particular, you must consider having persons involved with organising or supervising your Event checked through the Disclosure Barring Service (DBS) if your Event involves children and those persons are likely to be directly in contact with the children.
- 8.10 You must make sure that the officials who attend the Event understand the health and safety regulations, fire and other emergency procedures and know where the nearest fire exits are. You must arrange suitable first aid cover at the Event.

## **Unacceptable Behaviour**

- 8.11 The School after consulting with the Police, if considered appropriate, may cancel a booking if it is considered the Event will contravene standards of decency or be likely to lead to public disorder or poses a risk to persons attending the Event or other persons using the School, or may result in damage to equipment, the Premises or the School. If a booking is cancelled under these circumstances any payments made will be fully refunded.

## **9. Advertising**

- 9.1 You may not exhibit any advertising material within the Premises or at the School without the School's approval beforehand.
- 9.2 You must submit all proofs of posters and other publicity material, showing the correct name and location of the School, to the School for approval before you get them printed or displayed.

## **10. Entertainment**

- 10.1 During the Event you must comply with the conditions of the public entertainment licence and by-laws for the Premises. You can see copies of these during normal office hours by asking the School.

- 10.2 You must not use the Premises to deliver a lecture or perform in public any drama or music work covered by **copyright** unless the person owning or controlling the copyright has given consent.
- 10.3 When the Event includes music, whether vocal, instrumental or mechanical, you are responsible for obtaining a Phonographic Performing Licence at least seven days before the Event. Applications are available from **Phonographic Performance Company Limited**, 1 Upper James Street, London WF1 9DE Phone 020 7534 1000 or at [www.ppluk.com](http://www.ppluk.com)
- 10.4 You must not grant sound, television or filming rights for the Event without consent from the School in writing beforehand.
- 10.5 Consent given under 10.4 may be subject to the Council taking part in any negotiations and having a share of any income and/or publicity.
- 10.6 You must not promote a sweepstake, raffle or other form of lottery without the School's written consent beforehand. Any such lottery must comply with betting, gaming and lotteries legislation.

## **11. Bar and Refreshments**

- 11.1 You must not sell, or permit the sale of, any food or drink at the Event without the School's written consent beforehand.
- 11.2 You must get consent from the School beforehand if you intend to apply for a liquor licence or the extension of a liquor licence.

## **12. Event Planning (Commercial Contracts only)**

- 12.1 In certain circumstances the Hirer may be required to attend Event planning/briefing sessions with the School School/Events Planning Team, to discuss the Event. If you do not attend such meetings this may lead to cancellation of the Event.

**13      Conditions of Hire Acceptance – please return**

Could you please read and check your understanding of this document before you sign. Should you require clarification of any points please contact the School.

Event \_\_\_\_\_ to be held at \_\_\_\_\_

Starting on (date) \_\_\_\_\_ at (time) \_\_\_\_\_

I understand that I am personally responsible for complying with the Conditions of Hire as well as the organisation I represent, if any, set out below

|                                 |  |
|---------------------------------|--|
| Your Name                       |  |
| Your Signature                  |  |
| Organisation (if applicable)    |  |
| Your Title, such as 'secretary' |  |
| <br>Address _____               |  |
| Telephone _____                 |  |
| Date _____                      |  |

**Checklist**

Have you enclosed a copy of the following (if applicable)?

- Insurance Policy and details of Public Liability Insurance
- Health & Safety Policy
- Safeguarding/Child Protection Policy
- Electrical Safety Certificate
- Performing Rights Society Licence
- Phonographic Performance Licence
- Advertising Material
- Liquor Licence
- VAT Exemption Form

**Shelton Infant School**

**SCHOOL LETTINGS APPLICATION FORM**

|                                   |  |                |
|-----------------------------------|--|----------------|
| <b>Name of Hirer/Organisation</b> |  |                |
| <b>Contact name</b>               |  |                |
| <b>Address</b>                    |  |                |
| <b>Tel. No.</b>                   |  | <b>Fax No.</b> |
| <b>Email</b>                      |  |                |
| <b>Date(s) of letting</b>         |  |                |
| <b>Time from</b>                  |  | <b>to</b>      |
| <b>Room requirements</b>          |  |                |

Caretaker required to be present throughout letting Yes/No

|  |  |
|--|--|
| <b>Is VAT chargeable?</b>  |  |
| <b>Total cost per letting</b>  |  |
| <b>Comments</b><br>I.e. copy of terms & conditions read & signed<br>Date when costs are reviewed |  |

I apply to the School Governing Body for the use of the above facilities and I personally undertake:

- To pay the letting charge as stated.
- To agree to abide by the terms and conditions supplied.
- To return this form 14 days before the date of the first letting.

***Failure to return this form by this date may entitle the Governors to refuse the application***

Signature of hirer \_\_\_\_\_ Date \_\_\_\_\_

Signature of School \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE COMPLETE AND RETURN TO THE SCHOOL**

