

LETTINGS TERMS AND CONDITIONS

1. The use of the School premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times. Failure by the hirer to comply with any of the following regulations where applicable, whether intentionally or not, may be deemed by the Governing Body to be just cause for the immediate cancellation of any lettings or series of lettings.
2. The hirer must have vacated the premises at the agreed finishing time of their let. The hirer must ensure that the period they have hired the School's facilities for allows for **setting up and putting away any equipment**. If the period of usage exceeds the period hired, then the hirer will be liable for a minimum penalty of 1 hour for each area hired.

SAFEGUARDING AND CHILD PROTECTION

3. **Hirers who are using the School premises to provide activities for young people aged 16 and under must provide the School with a copy of their Safeguarding and Child Protection Policy. This policy must confirm that accurate registers are maintained for each activity session and that the Hirer, as the responsible adult, will remain on site until all children have been safely collected by their parents/carers. Additional time in the facility should be booked to ensure a safe environment is provided while the children await collection.**

Hirers are reminded that School facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on School premises.

FIRE SAFETY

4. **Hirers' induction will include instructions on evacuating the building. Hirers are responsible for maintaining registers and ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children, or spectating, in public areas do so at their own risk, but should exit the building and join their children on hearing the alarm.**

BOOKING PROCEDURE

5. All applications must be on the form provided by the Governing Body and must be completed in full. Failure to do so may result in the application not being approved. For multiple classes on different days and/or times by one applicant, a separate booking form is required.

A separate application pack is provided for one-off bookings for which conditions of our Premises Licence usually apply. At least three months' notice is required for such bookings and is only confirmed once staff can be allocated to the event when outside normal operating times.

6. Applications will be accepted for a maximum period of **one year** between the first day of September of one year and the last day of August of the following year. Receipt of applications for the new academic year should be received by the preceding 1st July and will be processed on a first come, first served basis. This is the default for acceptance of bookings.

7. However, premises may, at the Facilities Manager discretion, be booked for an Event Booking more than one year in advance, but not less than three months in advance, providing school use is not required and is subject to the strict understanding that the scale of charges **at the date of the Event** will apply unless payment is made in full at the time of booking. See separate Application Form and Conditions for such bookings. Such bookings will not be confirmed until staff cover is arranged.
8. The person signing the application form, on behalf of their organisation, (then known as the hirer) is personally responsible for ensuring that all terms and conditions of our Lettings Policy are adhered to. The Hirer must be over 18 years of age. Once the Hirer has accepted a permit to use the School premises, (s)he is automatically bound by all terms and conditions of usage of the premises. The Governing Body has the right to vary these terms and conditions at any time.
9. The hirer may not assign or sublet the premises.
10. All lettings must be approved. No letting shall be booked less than 48 hours notice. No letting shall be considered approved or any change confirmed until this has been confirmed in writing by the Facilities Manager or deputy.
11. The Governing Body may cancel any letting at any time; either the fee will be refunded or an alternative date offered, except in the case of misconduct.
12. The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its learners, employees or property. The Governing Body may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the Governing Body to be desirable including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class of person or any animal, animals or equipment, the giving of bonds or the effecting of insurance.
13. The right of access to all parts of the School premises, whether or not included in the permission of the user, is reserved to the Governing Body, Local Authority, Education Committee or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

CHARGES

14. Group A qualifying organisations
An advance deposit equivalent to four weeks hire cost is required and must be cleared funds prior to the first let on or after 1st September each year. This deposit may be used to either pay all or part of the last month of the academic year and/or any unused balance refunded. The process renews annually.
15. Statutory and Group A Community users may elect to be invoiced and all charges must be paid within 30 days of the invoice date. All other users must 'Pay as You Go'. Preferred payment method for both invoiced and 'Pay as You Go' users is by card via the Honywood School website using the Lettings On-Line Screen.
16. A minimum let is 1 hour for meeting areas, outdoor facilities or specialist areas.
17. Hirers wishing to apply for concessionary charges must provide a copy of their constitution or evidence of their charitable status.

18. Charges will be made at rates which will be determined from time to time by the Governing Body and shall be liable to change without prior notification. In cases where the incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may consider the booking cancelled in accordance with regulation 9.
19. The Governing Body does not undertake to refund any charge on cancellation of a booking by the hirer unless 28 days' written notice of the cancellations has been given in writing. Hirer's cancelling with less than 48 hours notice may expect a surcharge of 50% of the total booking fee.
20. The Governing Body will invoice any hirer for additional charges as follows:
 - Minimum 1hour surcharge if session is over-run because insufficient time was booked to allow for setting up, the activity/event and clearing away and safe return of members to responsible Parent/Carers.
 - Repair of damage to property
 - Additional cleaning if the premises have not been returned in a fit and proper condition.

If a Hirer repeatedly incurs additional costs on one or more of these criteria, then the Governing Body will insist on a security deposit of £250 at the time of booking which will be returned after the last let unless a portion or all of it has been required to meet these additional charges.

CARE OF PREMISES

21. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.
22. The hirer is required to pay to the Governing Body the cost of making good any damage to the property or to any fittings, fixtures, sports or other equipment or property which may result from the letting. Any damage arising from the hire must be reported to the Facilities Manager or Duty Caretaker. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer shall be responsible for reimbursing the Governing Body for any additional costs incurred in cleaning the premises and/or grounds after a letting.

Furniture and Equipment

23. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or moved without prior approval of the Governing Body. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the School. Standing on seats, furniture, window sills etc it not permitted. Any furniture used must be returned to its original position at the end of the hire period.
24. No additional staging, curtaining, scenery, fixtures, fittings or decorations may be installed without the previous consent in writing of the Governing Body. Any such alterations and additions as may be authorised shall be purely temporary arrangements requiring no permanent fixings which would damage or disfigure any part of the premises. Any temporary arrangements such as curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on to the School premises nor taken away while the School is in session except with the express permission of the Headteacher. Any alterations shall be returned to their original state immediately after usage, at the expense of the hirer. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the

supervision of a representative of the School as directed by the Headteacher. The Hirer must factor in sufficient time to the booking for setting up (either by themselves or another third party) and clearing away after their event.

25. Specialist rooms and equipment (including gymnastic equipment, PE equipment, public address systems, stage lighting and pianos) are **not** included in the letting arrangements, unless specifically requested in the application form and approved by the Governing Body. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
26. Chairs installed in the premises may be used by special arrangement with the Governing Body, but the Governing Body does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

Electrical Installations/Equipment

27. No alterations or additions to the electrical installations at the School may be made without previous consent in writing of the Governing Body. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Governing Body and shall be reinstated forthwith at the expense of the hire to the satisfaction of the Governing Body.

Portable electrical equipment may only be used in school premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard. It should be noted that this may be audited at any time during the let period.

Public Safety

28. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
29. The hirer is responsible for informing the Governing Body of any person sustaining injury or loss on the School premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
30. The Governing Body does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.
31. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
32. No stiletto heels or similar objects are allowed in the gym/hall area. Sports hall users must wear trainers suitable for indoor use.

CONDITION OF PREMISES

33. The Governing Body gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state.
34. Where facilities booked by the hirer turn out not to be available during the letting, the Governing Body will consider applications for ex gratia refunds of a proportionate part of

the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. The Governing Body's decision shall be final in respect of any refund made.

PLAYING FIELDS

35. The Governing Body does not give any guarantee as to the standard of the pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for any pitch or field as seen.
36. The Facilities Manager or Duty Caretaker shall deem whether any pitch or field is fit for use and their decision shall be final.

CATERING FACILITIES

37. The School's catering facilities may be available for hire by separate negotiation and qualifying criteria regarding Food Safety and Hygiene must be met. However, separate arrangements can be agreed for provision of refreshments for special events.

CAR PARKING

38. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area (in collaboration with the Police where necessary). The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

INSURANCE

39. It is the responsibility of the hirer to effect whatever insurance he considers necessary to cover his liabilities. Hirers using the facilities on more than one occasion, or for commercial or business use, or for meetings organised by political parties must provide proof of equivalent adequate insurance to the School.
40. The School has hirer's liability with a limit of indemnity of £1 million to cover one-off lets, which can be requested and addressed to the let charge at a rate of 10% of the total cost of the one-off let. In the event of a claim being made on the School Hirer's Liability Policy, the hirer shall pay the £100 policy excess. Schedule of cover and exclusions are available upon request.

LEGAL REQUIREMENTS

41. The Hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright – whichever is in place. The hirer shall be fully responsible for obtaining any licences or other permissions required, always providing that no such application shall be made ***without the prior approval of the Governing Body.***

The hirer shall indemnify and keep indemnified the Governing Body, from and against all costs, claims and demands which may be made against the Governing Body for any breach or infringement of copyright. *No intoxicating liquor shall be brought or consumed on School premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. **Copies of all licences will be submitted prior to the date of let.***

42. The School's No Smoking Policy must be adhered to at all times. Smoking is not permitted anywhere on site and includes all outdoor areas. Hirers are advised that Local Authority Enforcement Officers may issue penalty notices to members of the public who litter in public areas outside the school curtilage.

43. The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the numbers exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of the building than can be safely accommodated there and to control the movement of children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.
44. The hirer will ensure that the requirements of the Equality Act 2010 are observed at all times throughout the letting.
45. The hirer will adhere to all Health and Safety requirements as required by the School.
46. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.
47. In the event of a breach in these conditions the hirer may be asked to leave the premises immediately by a member of the site services staff. If the hirer fails to leave the premises then the Local Police Authority will be summoned and asked to remove the hirer from the premises.
48. There is no public telephone near the School. Hirers are required to have access to a mobile phone as a term of their letting. Internal phones which automatically connect to the duty caretaker are situated in the PE and Drama Foyers.