



**Heartlands Community Trust
Heartlands High School**

LETTINGS POLICY & STANDARD CONDITIONS OF HIRE

Approved By School Business Manager		Policy Review Date January 2019
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1 INTRODUCTION

- 1.1 Use of School premises for a letting must be agreed in advance by both the hirer and the School. Applicants must complete the lettings application form. A letting is only confirmed when the school signed and returned lettings form to the applicant.
- 1.2 The Hirer shall not use the premises for any purpose other than that described on the Application Form and may not be sub-let.
- 1.3 The hirer must comply with all licensing and other legal requirements. The premises are subject to a premises operating licence which permits normal usage between until 22:00 hours on weekdays and from 8:00-18:00 at weekends. Use for lettings purposes is not normally permitted before 18:00 on school days.
- 1.4 Any proposed usage outside these times requires the school's consent and, if outside the licensed times, application for and receipt of a special temporary licence for the event. It is the hirer's responsibility to pay for and obtain any such licence, having obtained the school's agreement to the application. There may be additional charges or higher rates applicable for such usage.
- 1.5 The hirer and the attendees may only be on site for the period of the letting. Applications must therefore allow for any time needed for set up or to clear up and leave the site afterwards. The event should be planned and attendees informed with this in mind, particularly the time by which everyone must be off the site
- 1.6 It is the hirer's responsibility not to endanger the premises in any way, to ensure the hirer has insurance to indemnify the school against damage, loss or claims of any kind arising from the letting and to ensure that the lettee nor the lettings or activities associated with it does not undermine or invalidate the insurances that the school holds.
- 1.7 It is the hirer's responsibility to manage and control the letting, related admission to the site and attendees to ensure
 - safety and good order
 - no damage is done to the premises
 - no nuisance or annoyance is caused to other users or neighbours
- 1.8 It is the hirer's responsibility to ensure that during the letting the premises are not used for any unlawful purpose or in any unlawful way.
- 1.9 The normal entrance for lettings is via the School's community entrance from the car park.
- 1.10 Car parking on site is subject to the school's discretion and subject to availability at the time which is not guaranteed. Any agreed usage is normally available for the period of the letting only and subject to parking only in the marked bays and obeying speed restrictions, disability only bays and other requirements as may be imposed.
- 1.11 There will be occasions when the Trust needs to change or cancel lettings because of clashes with school events or activities, sometimes at short notice. The Trust will endeavour to avoid such changes as far as possible but reserves the right at its discretion to do so.
- 1.12 Lettings must be compatible with principal use of the site as a school. The Trust reserves the right, at its sole discretion, at any time to refuse or cancel lettings which it deems not suitable, that are incompatible in the view of the school with its duty to actively promote the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs or for any other reason.

- 1.13 The follows sections set out the detailed requirements upon lettees, the current charges and the arrangements that apply if a letting is cancelled or terminated by either party

2 MANAGEMENT OF THE SITE

- 2.1 The school will provide site staff to open and manage the site overall. They will inform hirers of the locations of toilets, the accommodation for the letting and the access routes to be used and also of any specific requirements or problems at the time of the letting. They are responsible for the overall supervision of fire or any other emergency evacuation of the site. They trained to provide basic emergency first aid support in case of need and to summon the emergency services as necessary. Hirers should report to the site staff on arrival and ensure they know how to contact them in case of need for advice or help.
- 2.2 Site staff are responsible for monitoring the compliance of hirers with the terms of the letting. Hirers must comply with the instructions of site staff. Site staff have authority to terminate lettings in the event of serious breaches of the terms of letting.

3 ACCESS AND EGRESS FROM THE SITE INCLUDING EMERGENCY EVACUATION

- 3.1 Unless other arrangements have been agreed in advance by the Trust in writing, hirers and their attendees should enter and leave the site via the community entrance from the car park.
- 3.2 A copy of the school fire and emergency evacuation plan applicable during lettings is attached. Hirers must familiarize themselves with this and put in place arrangements to manage the safe evacuation of all their attendees in accordance with this plan if necessary. They should liaise with site staff on arrival and familiarize themselves with the emergency evacuation routes and exits relevant to the area occupied and the assembly point. For any event exceeding 50 attendees, there must be a minimum of two adults (or an adult for every 100 persons or part thereof), whichever is greater, - who fully understand the emergency evacuation arrangements and can guide safe exit in event of emergency.
- 3.3 Hirers and their attendees must have regard neighbours and other site users, not enter other parts of the premises and not make undue noise or nuisance whilst entering, during the event or activity or when leaving.
- 3.4 Hirers must ensure they have booked a sufficient time to allow for set up and restoring the premises after the letting. They are responsible for informing all attendees of the time of the event and in particular the time by which they must be off site. Additional charges will be made for failing to leave the site on time.

4 EQUIPMENT, SETUP AND RESTORING AND CLEANING AREAS

- 4.1 The Trust takes no responsibility for loss or damage to equipment, vehicles or other belongings brought by hirers or their attendees to the site. Hirers are responsible for communicating this to their attendees.
- 4.2 There is normally no storage on site for equipment and materials related to lettings and hirers should not expected to be able to leave such resources on site or leave vehicles on site before or after events unless there has been specific exceptional arrangements agreed in advance and confirmed in writing by the Trust. Trust reserves the right to remove or dispose of itemsotherwise left on site and to charge any costs of such action to the hirer.
- 4.3 Tables and chairs (and goals and hoops etc. for sports activities) are normally available for lettings purposes as part of the letting charge but, unless otherwise agreed and confirmed in writing by the Trust in advance, the hirers are normally responsible for the setup of areas for their use and for restoring the area to the condition in which it was found after the letting.

Hirers are expected to sweep and remove litter from the areas used as necessary and mop any spillages. The Trust reserves the right to levy additional charges in the event of failure to comply with these requirements and persistent failures may jeopardise future lettings.

- 4.4 If hirers require other facilities or resources, these may be available for an additional charge to be agreed in advance. The use of some specialist equipment such as lighting, sound or computer equipment may only be available under the supervision of a member of school staff for whom, there would also be an additional charge.
- 4.5 Any equipment brought onto site by a hirer or those associated with or attending the letting must be in good working order and has been serviced, maintained and certificated in accordance with legal and good practice safety requirements. The Trust reserves the right to see such certification and if it considers it appropriate to test equipment before agreeing to its use. A charge for such testing may be made.
- 4.6 No equipment or resources with a naked flame, hot work or cooking equipment may be brought onto site without the Trust's prior agreement in writing.

5 SUPERVISION AND CONTROL

- 5.1 Hirers are responsible for controlling access to the site to admit only authorised attendees to their event or activity.
- 5.2 Hirers must provide management and supervision of the event or activity to ensure safety and good order, prevent attendees straying into other parts of the site and ensure the ability to evacuate the premises safely and completely in case of emergency. In the case of large events the Trust reserves the right to examine the proposed plans for management and control.
- 5.3 Hirers are required to ensure that music or any other performance is not liable to cause offence or nuisance in a school site environment, and that attendees do not behave in an offensive way. Site staff are instructed to request that any serious problems are remedied by the hirer including, if necessary, asking attendees to leave. In the event of non-compliance events may be terminated.
- 5.4 Hirers are required to ensure that they and those organizing and supervising activities for them are competent, trained and/or qualified.

6 SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

- 6.1 As a condition of letting, in cases where the hirer or his agents are engaged in regulated activities with children or vulnerable adults, the hirer must have child protection or vulnerable adults protection plans, in accordance with the requirements of the Haringey Safeguarding Board, and records of having current DBS checks for all persons engaged in regulated activities. The Trust reserves the right to examine these to assure itself of compliance. Guidance charts are attached to this policy of what constitutes a regulated activity.
- 6.2 If there are pupils of the school regularly on site at the same time as a regular letting, the Trust reserves the right to require the hirer to obtain DBS checks on any adult attendees who may regularly come into contact with them.

7 INSURANCE AND DAMAGE TO OR OTHER LOSS BY THE SCHOOL

- 7.1 The Hirer is responsible to pay any cost or loss to the Trust as a result of the hirer's failure to comply with the terms of this agreement.
- 7.2 The hirer must provide, in advance of the letting, proof of insurance to cover public liability damage and other loss insurance to cover claims from attendees, organisers and others

associated with or employed by the hirer and to meet claims by the school or Trust in relation to damage, loss or injury to its employees or other users of its facilities. This insurance must provide cover £2m for accidental bodily injury or illness to a third party or accidental loss or damage to property arising from negligence of the hirer and also cover for contractual liability of the hirer up to £500,000.

- 7.3 Apart from fair wear and tear, the hirer is responsible for any damage caused to the premises or the school's equipment or resources for any other loss to the Trust or injury or illness to its staff or others attending its premises as a result of the action or inaction of the hirer or the attendees at the event or activity. Any claims or costs of repair or replacement will be charged to the hirer
- 7.4 The Trust reserves the right to require a returnable deposit of up to £250 on lettings up to a value of £500 and on larger bookings which may in the first instance be charged against for additional costs or claims under the terms of this policy.
- 7.5 The Trust reserves the right to terminate or cancel lettings in the event of persistent damages or loss claims against the hirer.
- 7.6 The hirer, his agents and any attendees at a letting attend the site at their own risk and any vehicles or other property brought onto the site is at owner's risk. The Trust takes no responsibility, beyond that legally required, for loss, damage or injury.

8 EXTENDED HOURS, PERFORMANCES, ALCOHOL AND LICENSING

- 8.1 The Trust's premises licence only permits use of the site up to 22:00 weekdays and from 8:00 to 18:00 at weekends. If applicants wish to apply for lettings outside these hours, they should consult the school and if the Trust agrees will then need to make an application at their expense to the local authority for a temporary licence for the times required. The Trust requires seeing the licence before the letting takes place.
- 8.2 It is the hirer's responsibility to ensure that conditions and regulations, made in respect of the premises by the Fire Authority, the Council, and the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. Applicants proposing such activities must consult with the school before booking. They may also need performing rights copyright licenses.
- 8.3 The Trust does not normally agree to the consumption of alcohol at events on the school site. Any such proposals need to be discussed and agreed in writing by the Trust in advance. In the event of proposals for the sale of alcohol at an event the hirer would also need to make an application at their expense to the Council for a license. The Trust will require proof of the license before the event takes place.

9 CHARGES

- 9.1 The scale of charges is reviewed annually. Published charges are exclusive of VAT. Some lettings are liable to VAT – please enquire at the time of booking.
- 9.2 The total hire charge shall normally be paid at least 28 days prior to the date of hire. In the event of an Application being made less than 28 days prior to the date of hire, payment in full must accompany the completed Application Form.
- 9.3 Hirers making regular weekly repeat bookings are required to pay the first two weeks 28 days before the initial booking and then weekly thereafter until the full booking is paid.
- 9.4 Notwithstanding the above the School reserves the right to demand payment of the total hire charge at any time if it considers that the circumstances so warrant.

- 9.5 The period of hire includes the time required by the Hirer to prepare the premises for the purpose of the hire and to clear and clean up afterwards.
- 9.6 The School reserves the right to vary the hire charges at any time. In such circumstances the School shall endeavour to provide at least 7 days' notice to the Hirer.
- 9.7 A returnable deposit of £100 will be required for events charged at up to £500 and a deposit of £250 will be required for events charged over that amount. The advance payments of two weeks for repeat bookings may be treated as a deposit sum for those lettings. The Trust reserves the right to deduct costs, losses and any additional charges under this policy from this deposit which will otherwise be returned after the letting. Such deductions will not limit the total additional levy or claim on the hirer in the event of this exceeding the total of the deposit.
- 9.8 A late fee shall be payable in respect of each hour or part of an hour during which the premises are used by the Hirer after the finishing time stipulated in the "Application for Hire of Education Premises" Form.

10 NO SMOKING POLICY

- 10.1 Smoking is not permitted anywhere on the site, neither in the buildings nor in the grounds.

11 OTHER HEALTH AND SAFETY REQUIREMENTS

- 11.1 The Hirer shall not admit or permit to the premises any articles or substances of an inflammable, explosive, dangerous, noxious or offensive nature including fireworks without the previous written consent of the Trust.
- 11.2 To minimize allergic risks nuts and nut products and latex products (including balloons) are not allowed on site.

12 CANCELLATION ARRANGEMENTS

- 12.1 The School reserves the right to cancel or any letting or to vary the details of a booking where circumstances so warrant in accordance with this policy. All monies paid in respect of a booking cancelled under this condition shall be refunded to the Hirer unless it is as a result of breach by the hirer of the conditions set out in this policy. The School shall not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer as a result of such cancellation/variation. All monies paid in respect of a changed booking shall also be refunded to the hirer if the hirer chooses not to proceed with the changed booking.
- 12.2 The Hirer may cancel any booking for hire more than 14 days before the date of hire but shall be liable in such circumstances to pay an administration fee of 10% of the total hire charge.
- 12.3 Where the cancellation is within 14 days of the date of hire, the Hirer shall be liable to pay a cancellation fee of 25% of the total hire charge and where the cancellation is within 7 days of the date of hire the Hirer shall be liable for a cancellation fee of 50% of the total hire charge.
- 12.4 In the event of a cancellation under the 12.3 above the School shall endeavour to rehire the premises and a refund of the full hire charge (minus a 10% administration fee) shall be made if the School is successful in rehiring the premises for the cancelled period of hire.

13 TERMINATION

- 13.1 In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed any of the conditions herein the School may forthwith terminate letting. In these circumstances the Hirer shall forfeit to the School any deposit or other payments made and any payments due to be made by the Hirer shall be paid and the Hirer shall have no claim

against the School for any damage or loss sustained or otherwise in consequence of such termination.

14 LICENCE

41.1 Nothing herein shall operate to vest in or confer upon the Hirer any tenancy of or right to exclusive possession or occupation of the premises or any part thereof nor any right, licence or liberty save such as is hereby expressly granted.

15 ACCESSIBILITY

15.1 The school's premises are generally accessible. Hirers should consult with the school in advance on the specific needs of known disability attendees so that appropriate arrangements can be planned particularly in relation to emergency evacuation

Heartlands Community Trust

HEARTLANDS HIGH SCHOOL

APPLICATION FOR LETTING

Name of Applicant:		.			
Organisation:					
Address:		:			
Telephone:					
<small>If the applicant will not be personally present during the event</small>					
Person Present and Responsible During Event:					
Telephone:					
Facilities Required:		Please circle			
Drama/Dance Studio	Classroom	Sports Hall	Car Park		
Half Auditorium	Full Auditorium	Astroturf/MUGAS	Tarmac		
Nature of Function:					
No. of persons attending:					
Date(s)	From:	To:	Weekly/Monthly		
Time	From:	To:			
Additional Requirements:					
Will there be alcohol on site during the booking? Y/N					
I agree to the terms and conditions of this policy					
Signed:		Date			
For and on behalf of (Organisations only)					
Hrs per session:		Cost per session:	£	No. of sessions:	
Premises cost total:					£
Additional charges:					£
					£
Total cost:					£
Additional conditions:					
Letting agreed subject to the conditions indicated above on behalf of the Heartlands High School:					
Signed		Date			

