



Inspire ★ Believe ★ Achieve

***'Don't let anyone look down on you because you are young, but set an example for the believers in speech, in conduct, in love, in faith.'* 1 Timothy 4:12**

Lettings Policy

Yealand C E Primary School Governors let the school premises to church based and non-church based groups under the hiring conditions contained in this document.

Hiring Agreement for Church Based Groups using Yealand C E Primary School

Hiring Conditions

1. In these Conditions:
 - a) "The Owners" means the Governors of the above-mentioned school, and "the Agent" means the person acting for the Owners.
 - b) "The Hirer" means the person signing the application form and any organisation for whom he is stated in such form to be acting. The liability under the Hiring agreement of such person and such organisation shall be joint and several.
2. The Hirer will be responsible for all damage caused to the school premises and to any property on the school premises.
3. The Owners shall not be responsible to or be liable for any person who suffers injury or loss or damage to his property whilst on the school premises.
4. The school premises will only be used for the purposes specified in the Hiring Agreement.
5. The Hirer will be responsible to see that no nuisance or disturbance is caused and that all regulations and laws governing the use of the school premises will be complied with.
6. At the end of the hiring, the premises will be left neat and tidy.
7. Any regulations governing the use of the school premises published from time to time by the Owners will be made available to the Hirer and must be observed.

Hiring Agreement for Non-Church Based Groups using Yealand C E Primary School

Hiring Conditions

1. In these Conditions:
 - a) "The Owners" means the Governors of the above-mentioned school, and "the Agent" means the person acting for the Owners.
 - b) "The Hirer" means the person signing the application form and any organisation for whom he is stated in such form to be acting. The liability under the Hiring agreement of such person and such organisation shall be joint and several.
2. Not more than the number of persons stated in the application form shall be allowed in the school premises at any one time.
3. Use of the school premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no subletting is permitted.
4. The Hirer is responsible for, and shall indemnify the Owners, against all damage to the school premises and to any property on the school premises occurring during or in relation to the hiring or while persons are entering or leaving the school premises pursuant to the hire, however and by whomsoever caused.
5. The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the school premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person resorting to the school premises during or in relation to the hiring in respect of any such loss, damage or injury.
6. The right at any time to enter the school premises and remain on the premises during the hiring is reserved to the Owners and the Agent and the school caretaker and any police officer.
7. The Hirer shall ensure that good order is kept in the premises.
8. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
9. The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions thereof.
10. No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the school premises.
11. The Hirer shall at the expiration of the hiring leave the school premises in a clean and orderly state.
12. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.

13. The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises.
14. No slogans, advertisements, flags, emblems or decorations shall be displayed outside the school premises whether affixed to the same or freestanding.
15. The Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the school premises if in the opinion of the Agent it shall be unlawful, unseemly or libellous or expose the premises to an undue risk of fire or is likely to lead to a disturbance or a breach of the peace.
16. No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the Hirer shall ensure that users of the premises are aware of the locations of emergency exits and that the Hirer's staff know the location of fire-fighting equipment.
17. Any lights or other electrical apparatus that shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded.
18. Playgrounds must not be used for car parking.
19. All the conditions attached to any music and dancing licence and any theatre licence for the school premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.
20. All legal requirements regarding the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act, 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring.
21. All scenery and costumes used for stage performances and the like must be fireproofed.
22. If the hiring includes the use of the school kitchen, the Hirer shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring.
23. The Hirer shall make such provision for such Insurance cover as the Owners or their Agent may require and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.



**Yealand C of E Primary School
Hiring Application**

To the Governing Body of the above-mentioned School and to their Agent.

1. I
of

hereby apply for the hire of the following parts of the premises of the above-mentioned school:

.....
.....
.....

from am/pm on

to am/pm on

for the purpose of

.....
.....

2. I agree to pay for such hire the following sums, namely

Hire charge (includes admin fee) £10 per session

Heat and light £10 per session

Charge for cleaning £10 per session

Charge for use of school equipment £0

3. Not more than persons shall be allowed on the premises during the hiring.

4. I agree to observe and perform the Hiring Conditions relating to the school whether I have in fact seen the same or not prior to signing this application. I understand that I may see a copy on application to the aforesaid and that a copy will be on display in the premises at the time of the hiring.

5. This hiring is on behalf of whose authority I have to bind them by signing this application on their behalf.

Signed

Date

In consideration of the Governors granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors or to the County Council the prescribed hire charge and to replace or pay to the Governors or the County Council the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors and/or the County Council, their officers, servants and agents against all actions, costs,

claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or the County Council, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

I/We hereby undertake to provide at my/our own expense during the period hire of any swimming pool suitable and sufficient lifeguard personnel as based on the guidance of the Health and Safety Executive and as detailed in the "Instructions for the Use of Swimming Pools".

Under no circumstances does this letting give the user exclusive possession.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Signature _____

Designation _____

Date _____

SCHOOL USE ONLY

1 This application for the use of school premises is acceptable to us:

2 The Governors have determined that this will be: -

A free letting

A chargeable letting at a cost of £..... per hour/session Plus VAT where applicable

Lettings income will be collected * by the school / by the Authority on our behalf.

* (delete as appropriate)

Signed (Headteacher)