



Huxlow Science College

Procedure Owner	Department	Effective Date	Approval Date	Review Cycle	Revision Due Date
P Letch	SLT	January 2022	18 January 2022	Tri-annual	January 2025

Lettings Terms and Conditions of Hire

Approver: SLT

Version Control

Version Number	Date of Change	Changes Made
1.1	01 October 2018	Updated Lettings booking form and procedure.

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1. Introduction

The Governing Body is committed to making every reasonable effort to ensure the College buildings and grounds ("the premises") are available for community use. Where there is a conflict between a 'letting' and a College event priority will always be given to College events.

2. Definition of a letting

A letting is defined as:

'Any use of the premises by either a community group, commercial organisation, or individual regardless of whether a hiring fee is charged'.

It must not interfere with the primary activity of the College, which is to provide a high standard of education for all its pupils.

3. Charges for a Letting

The governing body is responsible for setting the charges for the hiring of the College premises. These are reviewed on an annual basis by the Governors' Finance Premises and Personnel Committee.

4. Applying to Use the College

Enquiries to use the College premises should initially be made with the Site Team via email or phone at:-

Email: site@huxlow.northants.sch.uk

Tel: 01933 650496 Ext. 1208

If the Site Team has any concern about the appropriateness of a particular request for a letting, they will consult with the Strategic Business Manager or Headteacher who has the authority to determine the issue.

The College has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing. The name of the College should not be associated with any booking without the written approval of the Strategic Business Manager.

5. Hire Agreement

Once a letting has been provisionally approved by the Site Team, this document, the Terms and Conditions of Hire together with the Booking Form (at the back), will be sent to the applicant confirming the details of the letting. The terms and conditions must be adhered to.

The lettings agreement must be signed by both parties (the Hirer and the College) before the hiring can take place. It should be signed by a named individual ('the Hirer') and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

The Booking Form will be signed in duplicate by the Hirer and the Bursar on behalf of the College. A fully signed copy will be returned to the Hirer.

The named individual applying to hire the premises will be invoiced in advance for the cost of the letting. All hiring fees will be payable to the College.

If the Hirer has specific set-up requirements (e.g. setting up rows of chairs, room configuration, car parking assistance etc.), this should be discussed with the Site Team in advance. A fee may be payable for such depending upon the extra time involved for caretaking staff etc.

6. Termination

The Head, or the Strategic Business Manager, has the immediate power to terminate any hire agreement relating to the hire of the College premises, in accordance with the terms and conditions of the agreement.

7. Complaints

Any complaints arising from a lettings agreement will be dealt with using the College's complaints procedure, a copy of which is available on the College website.

8. Terms and Conditions

These terms and conditions must be complied with.

The "Hirer" shall be the named individual on the hire agreement and this person and/or their organisation will be responsible for payment of all fees or other sums due in respect of the letting.

i. Status of the Hirer

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background.

The lettings agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the College to them or of creating any tenancy between the College and the Hirer.

ii. Safeguarding

A copy of the Fully Enhanced DBS check for the event organiser will be requested for lettings involving children under the age of 18. If a particular letting involves contact with children and young people, the Hirer will be required to complete a "Hirers Safeguarding Form" confirming they carry out the relevant safeguarding checks and procedures. This form will be sent to the Hirer with the booking form (if relevant).

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Headteacher any safeguarding concerns which may arise during the letting. The Hirer must be able to provide evidence that DBS checks have been carried out for all relevant adults on request.

9. Indemnity and Insurance

Lettings made to organisations are on the agreement that the Governing Body is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the College premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the College/Governing Body.

The Hirer shall insure with a reputable insurance office, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer. Unless specifically agreed by

the governing body, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer will be required to produce a copy of their current policy of insurance. No booking will be confirmed until proof of insurance cover has been provided. The College shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

The Hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the College premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

10. Licenses and Permissions

The Hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the College the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice.

The Site Team must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact East Northamptonshire Council on 01832 742102 or via email at licensingunit@east-northamptonshire.gov.uk

11. Public Safety

Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- i. the Site Team will liaise with the Hirer to agree access / vacation arrangements onto/from the Site;
- ii. obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- iii. the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- iv. fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- v. the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Team.
- vi. the Hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available;
- vii. the Hirer is responsible for communicating the information in 11.v. above to anyone attending the event or activity;

- viii. performances involving danger to the public shall not be permitted;
- ix. highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, hay, etc.) shall be undertaken or erected;
- x. no unauthorised heating appliances shall be used on the premises;
- xi. all electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- xii. adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

12. Emergency Evacuation Procedure

It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:

- i. anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- ii. the alarm signal is a continuous siren. The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once. Where people with hearing difficulties are present on the premises it will be necessary for the Hirer to make provision for alerting them in the event of fire.
- iii. whenever the fire alarm sounds in the College, please do not assume that this is a drill and does not affect you, please exit the College in a safe, orderly and efficient manner and congregate at the assembly point.
- iv. the evacuation should be carried out quietly in order that any instructions given can be heard.
- v. to avoid fire spreading, if possible, windows as well as doors should be closed. However the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- vi. on reaching a staircase people should descend in single file using one side of the staircase
- vii. only.
- viii. everyone should make their way to the Assembly Point; this is the tennis courts near the Sports Hall. Please note that this area is lit at night. Please also note that this assembly point may be different to that listed on notices around the building. Should the tennis courts be unavailable the Site Team will notify the Hirer of any alternative Assembly Point.
- ix. once at the assembly point you should ring 999, and request Fire Service. Immediately after, you should ring the Caretaker on 07977 677778 to notify of the emergency.
- x. the Caretaker will let you know when it is safe to return or what action needs to be taken.
- xi. the Hirer/club organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately.
- xii. if danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill, permission to re-enter the building is given by the Caretaker on duty.

13. First Aid and Accidents

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

The Hirer should ensure they have a competent person who is trained and available to give First Aid during the Hire.

Any incident or accident must be reported, in the first instance, to the Caretaker.

For accidents, the Hirer or Supervisor in Charge will be required to complete an Accident / Incident Report Form and pass to the Caretaker. Witness statements should be completed for persons who witnessed the accident.

14. Additional Hirers Responsibilities

- i. The Hirer must inform the Site Team in writing of any fault, damage or other problems with the premises or equipment encountered during the hiring.
- ii. No part of the premises are to be used other than for the purpose requested.
- iii. No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.
- iv. The premises used must be left exactly as found with litter put into bins and furniture returned to its original position.
- v. The College reserves the right to pass on to the Hirer any costs incurred in making good, returning the premises to its pre-hiring state (e.g. moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting.
- vi. The Hirer must undertake their own risk assessments for Health & Safety purposes.
- vii. Hirers and organisers of events in or at the College premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.
- viii. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the College premises including the playing fields.

15. Welfare Arrangements

- i. You will be made aware of the nearest adult /pupil toilets to the room(s) you are letting, included facilities for Disabled persons.
- ii. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Strategic Business Manager.
- iii. No food and drink may be prepared* (see 15.iv. below) or consumed on the property without the direct permission in line with current food hygiene regulations. Where food is served the Hirer will be asked to provide food preparation certificates for the relevant personnel.
- iv. Third parties shall only be permitted to share use of the College's kitchens and/or equipment where they can demonstrate that the personnel involved have appropriate qualifications. The kitchen must be left in the same condition as found with special attention paid to cleanliness and hygiene.
- v. The Caretaker will make the Hirer aware of the location of "Wet Floor" signs for Hire of indoor facilities.

16. Smoking

Smoking is not permitted on any of the College premises. This includes all of the College grounds.

17. Charges and Cancellations

Hire charges will be reviewed annually and any changes will be notified to Hirers and effective from the 1st September. A copy of the price structure can be obtained from the College website or from the Site Team.

Charges are always confirmed via an invoice to the Hirer. Receipts will always be issued by the Finance Department.

Payment for a letting must be received in full at least 48 hours prior to the date of the letting. No access will be granted where payment has not been received. The governing body may cancel without notice any letting for which payment has not been received. The letting may be cancelled by the Hirer, provided that in each circumstance at least one month's notice is given. Cancellations made less than one month before the event date will be charged in full.

The governing body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the governing body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees or others, inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the governing body). The decision of the governing body as to whether a letting should be cancelled shall be binding on the Hirer.

The College will make every effort to contact the Hirer in advance. The College, will give as much notice as possible, and where possible will propose alternative dates for the booking. If the alternative dates are unacceptable to the Hirer, all monies paid by the Hirer to the College will be refunded on a pro-rata basis.

18. Sub-Letting

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

19. Storage Ancillary to the Hiring

No goods or equipment should be left or stored on the premises without express permission from the College in writing. The College accepts no responsibility for items left on the premises.

20. Loss of Property

The governing body cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

21. Car Parking

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the College. In particular the Hirer must ensure that access to the College by emergency vehicles is not obstructed or delayed. Users of the College should avoid undue noise on arrival and departure.

22. Right of Access

The governing body reserves the right of access to the premises during the hiring.

23. Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The

Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.