THE PARTNERSHIP TRUST –

THE MENDIP SCHOOL

LETTINGS POLICY

Updated by:
Catherine Dix, Finance Business Partner

June 2025 (approved by Jon Wilmshurst, Financial Director / CFO on 11/06/2025)

To be reviewed a minimum of: every three years
Subject to Trusts financial position

Introduction

The Financial Director of The Partnership Trust (The Trust) have approved this policy which is applicable to all schools within The Trust. The highlighted areas are to be adapted for each school.

Purpose and Scope

The primary purpose of the school site and buildings is for the education of pupils attending any of the schools within The Trust. Public lettings during the school day within the main school are not considered appropriate, as groups of visitors onto the site are potentially disruptive to the educational environment. However, it is recognised that the school operates within the wider community and its facilities should therefore, be made available to local groups when this does not conflict with either the interests of its pupils or the work of its staff.

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

All lettings are subject to authorisation by the Head Teacher.

Charges

Lettings will be dependent upon payment of a fee and acceptance of the terms and conditions set out in appendix 6. The fees for a letting will be set at a level to ensure that income taken covers the costs (lighting, heating, staffing, etc) of the activity. Payment will usually be made in advance for the use of facilities via the Central Finance Team raising an Sales invoice. It is the school's responsibility to instruct central finance of any invoices that need to be raised via the usual process. Any outstanding accounts will be chased by the Central Finance team with the aid of the school. The school's budget will not be used to subside any lettings by community or commercial organisations. Single lettings are those where an individual or organisation wishes to hire facilities for a one-off basis. These lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting ie those that run for a number of weeks or terms.

The Trust, or any of the schools within the Trust, reserve the right to disapprove or cancel without reason or notice, any request made to hire school premises.

Any profit generated by such lettings shall be solely used to benefit the education of pupils who attend the school. The charges for the facilities at the school are listed in appendix one.

Administration Process

Applications to use the school facilities should be made to the School by completing the school lettings applications form (see Appendix 2) at least 14 days before the event.

If the Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Trust CEO.

The Trust or individual school has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. The Trust reserves the right to:

- Refuse applications without giving a reason
- Have a representative present at the function

- Terminate any activity not properly conducted

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.

Letting agreement and Conditions of Letting

Once a letting has been approved, a letter/email will be sent to the hirer, confirming the details of the letting, along with a copy of the conditions of letting in appendix 6.

The letting agreement (including appendices 2,3 4 and 5 need to be signed and returned to the school before the letting can take place. They should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The letting 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 school to them or of creating any tenancy between the school and the hirer.

For security reasons the school keys will not be available to the Hirer, The school will be unlocked and locked by Site Staff for which we will charge 2 hours rate. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use i.e. ensure that the main entrance is locked when all members of the group are inside and that all users are aware of the emergency fire exits and evacuation plan.

Cancellation

The hirer of the premises can cancel any hire. The full fee will be payable if cancellation is less than four weeks before the event.

The Trust reserves the right to cancel any agreed hiring. A full refund will be issued if the Trust cancels an agreed hiring. The Trust shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

Damage

The hirer will pay the full cost of repair, or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending school property during the course of a letting, whether deliberate or otherwise. The hirer must ensure they have their own Liability Insurance cover.

Behaviour

The hirer is responsible for the behaviour of all persons organising or attending school property for the duration of the letting, and to be liable for any costs incurred by the School, or any third party that results from any actions of any person organising or attending school property for the duration of the letting. The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

Person Attending

Only personal guests or members of the private organisation hiring the School facilities may be admitted onto school property. Any person attending any function held as part of a letting shall do so by way of a ticket paid for prior to the function, or by written invitation issued prior to the function.

Maximum Numbers Attending

Health and Safety considerations restrict capacity of letting spaces. Further details can be found in Appendix 1 to this policy.

Alcohol and Licences

Alcohol cannot be consumed, bought or sold on the premises without the prior permission of the Headteacher. If Headteacher permission is granted, a temporary Event notice should be sought and evidence of such provided to the school.

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold.

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

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution. Neither the Trust nor the school will be held liable for any such infringement.

Other Requirements

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

It is the responsibility of the Hirer to ensure the premises are left in the same condition in which they were found.

The School shall have the right to cancel any booking, whether confirmed or not, without prior notice, if it suspects that any of the above conditions have been broken by the Hirer, or any person organising any function or event, or any conditions printed within this Lettings policy are likely to be broken, by any person attending any function or event, or connected with the function or event in any way.

Safeguarding

The Trust are committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the Hirer.

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Headteacher reserves the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Headteacher is not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The hirer will be required to provide evidence that DBS checks have been carried out upon request.

The hirer is responsible for reading the school's safeguarding policy prior to the date of hire and to acknowledge that they have understood the content by signing appendix 5, even if they are not hiring the premises for use by or with children (in compliance with KCSIE 2024) Failure to comply with the schools safeguarding policy will lead to termination of the letting agreement.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Sinead MacPhee, Designated Safeguarding Lead on DSL@themendipschool.com as soon as reasonably practicable.

Insurance

The Hirer should provide their own public liability insurance for all lettings.

Lettings are made on the agreement that the Trust is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Trust (refer to Lettings Indemnity Form – Appendix 4).

The hirer shall insure, with a reputable insurance office approved by the Trust, 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 otherwise by the Trust, the insurance cover shall provide a limit 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 let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Trust or Headteacher within seven days of a request.

Neither the school nor the Trust shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

VAT

VAT on Lettings

Schools within the Trust must consider whether VAT is applicable when charging for the hire of school facilities.

General Principles

- The hire of school sporting facilities is generally a business activity for VAT purposes.
- VAT is usually chargeable at the standard rate (currently 20%) on lettings of facilities such as halls and sports pitches.
- However, there are specific exemptions, particularly for the hire of sports facilities and regular bookings by charities or community groups.
- The hire of meeting rooms is generally exempt from VAT.

Exemptions and Concessions

- Series of Lettings (Block Bookings): Where a facility is let for a series of 10 or more sessions to the same person/organisation, with no more than 14 days between sessions and paid for as a whole (not per session), this may qualify for VAT exemption under HMRC's 'series of lets' rule.
- Lettings to Charities: If the facility is being let to a registered charity for a non-business purpose, the letting may be exempt from VAT.
- Sporting Facilities: The letting of sporting facilities may be exempt from VAT if certain criteria are met (e.g. series of bookings as above).

Responsibilities of Individual Schools

- Each school is responsible for determining whether VAT applies to individual lettings.

Schools must seek advice from the Trust's finance team where there is any doubt about the correct VAT treatment.

Health & Safety

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

Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

The fire service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher

The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available

Performances involving danger to the public shall not be permitted

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, cotton, hay, etc) shall be undertaken or erected without the consent of the Headteacher.

No unauthorised heating appliances shall be used on the premises

All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence where required by the school. The intention to use any electrical equipment must be notified on the hire application form. The Headteacher disclaims all responsibility for all claims and costs arising out of or in any way relating to such equipment

Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

The Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.

The hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

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.

Furniture and fittings shall only be moved by prior agreement. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair or replacement required.

The Trust will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Trust 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, oil shortage, failure of electricity/gas supply).

The decision of the Headteacher as to whether a letting should be cancelled shall be binding on the hirer.

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

The Trust 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.

The Trust reserves the right of access to the premises during the letting for any purpose (The Headteacher may monitor activities from time to time).

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Monitoring

Lettings income is monitored monthly via the production of Management Accounts. Budgeted lettings income is set in collaboration with the Head of Each school via the annual budgeting process.

End of Policy: Lettings Policy (see appendices attached)

The Partnership Trust

Appendix 1

List of charges for The Mendip School

Charges for the hire of facilities at the school are:			
	£ per session exclusive of VAT	Notes	Capacity
School Hall	£75.00 plus Site staff charge for 2 hours	(minimum 2 hours)	To be confirmed by school staff dependent on event type and set up
Classroom for extended services	N/A		
Conference Room – Whole (all day)	£120	Refreshments extra	
Conference Room – Whole (half day)	£60	Refreshments extra	
Conference Room – Half (all day)	£60	Refreshments extra	
Conference Room – Half (part day)	£30	Refreshments extra	
café	Please contact school	(without food)	
Field / Outdoor space	Please contact school		

The Partnership Trust

Appendix 2

SCHOOL LETTINGS APPLICATION FORM

Name of School	
Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Applicants contact email	
Applicants contact number	
Organisation's Name	
Do you have your own Public Liability Insurance?	Please tick yes or no as appropriate:- Yes / No (if yes please attach a copy)
Please attach a copy of any necessary Risk Assessment required for the purpose of hire	Attached Yes/No

Purpose of Hire	
Category of Letting	Delete as appropriate: Community & Leisure Learning / Private Hire / Commercial / Charitable / Other

Attendees						
Single Bookings						
Block Bookings						
Required Notice for application: 14 days before the first day of letting (4 weeks should be given for block booking)						
Booking times must allow sufficient time for preparation and clearing away before and after the event						

Facilities Required (please highlight)		
Hall	Classroom	Café (to be run by school as trading)
Playgrounds	Sports Field	Sensory Room
Classroom(s)	MUGA	Forest school area
Conference Room(s)	Interactive Whiteboard	Swings
Caretaking (in addition to 2 hours for opening and closing)	POD(s)	Overflow carpark
School Tables, Chairs, Stage, (please specify)	Side gates opened (only for pre and post event set up)	
Kitchen		
Other Facilities/Services/Equipment required. {Certain facilities price on request} (please state what required)		
Other arrangements		

The school does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purposes of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.

Will refreshments be served?	Will alcohol be consumed?	If yes, will the alcohol be served or sold?
Yes No	Yes No	Served Sold
If permitted by the school, the relevant licence must be obtained for all events that will involve the sale of alcohol and public entertainment (gambling is not permitted)		
I have read and accept the Trust's Lettings Policy and confirm that I am over the age of 18 years.		
Full Name: ……	Signed:……	Date: ……..
You will be sent confirmation of whether this application has been accepted or rejected by email. The full Terms & Conditions for Hire will be sent after the booking has been accepted with the Agreement form.		
Please return the form to:	Rachel Starr, Office Manager rstarr@themendipschool.com The Mendip School Edmund Rack Road Prestleigh Somerset BA4 4FZ	

Appendix 3

The Partnership Trust

Hirer Agreement Form

Name of Hirer	
Address of Hirer	
Contact email address	
Contact telephone number	
Hire Period	From (date and time) To (date and time)
Invoice details	
Permitted Use	
Facility Hired within school	
Equipment provided	
School Emergency contact	
Other information or arrangement	
Safeguarding Contact – Sinead MacPhee, DSL@themendipschool.com	

Signed on behalf of the

School ……..

Signed ……..

Date..... HIRER DECLARATION (Please read before signing)

I, as the Hirer have read and understood the Lettings Policy and the Terms of Conditions for Hire of the School Premises and agree to be bound by such terms and conditions from the commencement of this agreement.

I have received a copy of the Lettings policy and Terms and Conditions for the Hire of School Premises and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

I am over 18 years of age.

Print Name ……

Signed on behalf of the Hirer ……..

Date ……

Appendix 4

The Partnership Trust

LETTINGS INDEMNITY FORM

INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the school against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the school may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as follows::

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company: _____

_____

_____

Indemnity Limit (min £5,000,000):_____

Please attach a copy of the insurance certificate.

Signature: _____ Date: _____

Appendix 5

The Partnership Trust

SAFEGUARDING

The hirer agrees that systems are in place with regards to safeguarding measures as per the terms of the lettings policy and confirms that they have read and understood the school's safeguarding policy, even where the premises are not being hired for use by/with children:

Name: _____

Name of Organisation: _____

Purpose of Letting: _____

Date: _____

Signature: _____

Appendix 6

The Partnership Trust

Terms and Conditions for the Hire of School Premises

Hire of School Premises: - ……..

……

The Mendip School, Edmund Rack Road, Prestleigh, Somerset, BA4 4FZ

Educational buildings and facilities are generally available when not required by the Trust for the purposes of education. Use of these premises is subject to various conditions, regulations and charges.

1. Interpretation

a) Hirer: person making the application for a letting who will be personally responsible for payment of all fees or other sums due in respect of the letting.

b) Trust: means The Partnership Trust

c) School: means the relevant The Trust School hiring out their premises on this agreement.

2. Term, effective date of Agreement

The term of this Agreement is as stated on the Hirer Agreement form.

3. The Hirer is considered to be the person signing the Hirer Agreement form. In signing this form the Hirer not only acknowledges receipt of the Terms and Conditions of hiring the school premises but is also deemed to agree to ensure compliance of them.

In exceptional circumstances it may be necessary for the school to cancel a booking, in which case the deposit will be returned. As much notice as possible will be given, generally not less than 7 days and where possible an alternative will be offered. The School or the Trust will accept no liability in respect of costs or damages incurred by the user due to such cancellation

4. Use and Access

a) The School permits the Hirer to access and use the facility on the hirer agreement form for the times specified on the same form.

b) The School does not warrant that the facility is fit for the purpose of the hire.

c) The School retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.

d) The Hirer is responsible for ensuring good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period of use. The School reserves the right:-

- To have a representative present at any function/hiring
- To inspect the proceedings at any time

- To put a stop to any entertainment or meeting that is considered not to be properly conducted or liable to cause offence

e) The facility within the school hire remains in the Trusts' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy

f) Entrance to the school will be via the Main Reception, which will be opened at the agreed time. For Security reasons, the school keys will not be available to the Hirer. The school will be unlocked and locked by Site Staff for which we will charge 2 hours rate. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use.

g) The Hirer is responsible for the proper use of facilities (specialist equipment is not generally available, i.e. interactive whiteboards, IT equipment, PA System, cooker, etc. unless pre-arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.

h) Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of equipment.

i) In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean, tidy and satisfactory condition. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

j) The Hirer must only use the area of the building they have hired and must observe any instructions given by the school concerning the area available. The Hirer is not entitled to use or enter the premises other than at the agreed times, unless prior arrangements have been made with the School

k) The toilets are available to use.

5. Restrictions on Use

a) The Hirer shall not use the Premises for any illegal purposes or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any owner or occupier of neighbouring property.

b) The Hirer shall not make any alterations or additions to the Premises, shall not affix any items to the Premises and no interference is to be made with Schools property/equipment or other parts of the building which do not form part of this hire agreement

c) If the hire agreement allows use of the kitchen, any leftover food, drink and refuse must be taken away from the school premises at the end of the hire period.

d) Any storage space must be agreed with the School before using

e) Any use of school equipment must be agreed in advance of the letting

f) Alcoholic Drinks - Express prior approval by the School is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a licence. It is the responsibility of the Hirer to obtain the licence and a copy must be provided for the school. Alcoholic drinks shall only be brought on to the premises if they are directly provided by the hirer, or provided by the holder of

a licence for the function for which approval has been given. Unconsumed liquor, bottles, bottle cases, glasses and similar must be removed from the premises immediately after the function has ended.

g) Illegal drugs are not to be brought onto or consumed on the Premises

h) No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas (gas fuelled BBQs may not be used in the school grounds, unless with the express written approval of the Headteacher)

i) Smoking is not permitted anywhere in the school building or grounds

j) No betting, gaming or gambling is allowed on the Premises

k) Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises

l) For security reasons, the Hirer does not have access to the school telephone. Hirers should acquire a mobile phone for use in an emergency and ensure it has sufficient signal at the property for use in an emergency.

m) No changes to fixture or fittings should be made to the property. No changes to fixture or fittings should be made to the fabric without prior approval.

n) Appropriate foot wear must be worn in the premises, particularly in the School Hall/Gyms where no footwear must be worn that might risk damage to or marking of the floor.

6. Hire Fee and Deposit

a) The Hire Fee is payable in advance or in the case of a regular booking, payment will be required at the end of each term.

b) The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

7. Condition and Damage

a) If hired the Hirer will keep the School Playground/field in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be recycled and disposed of in the school's recycling/refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.

b) Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported

8. Insurance & Indemnity

a) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised and has considered protection by personal accident insurance/employers liability for their staff or helpers.

b) It is the responsibility of the Hirer to effect adequate public liability insurance and provide a copy to the School.

c) The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions that there is no damage to the fabric of the building, furniture and fittings of any school equipment.

d) The Hirer shall indemnify the School when signing the application & agreement forms against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the School or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

e) The effect of this is that the Hirer will be liable to indemnify the School for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission

9. Loss

a) The school does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any carpark provided or injury to any persons however caused.

b) The School shall not be liable for any loss of damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown or plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

10. Assignment

a) This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises

11. Health and Safety

a) The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.

b) The Hirer must read and comply with the school's Health and Safety policy, a copy of which will be shared with the hirer.

c) The Hirer should, as far as possible, have an accurate list of those present

d) Any portable electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old) Lower voltage equipment must also be safe and in good condition.

e) The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the School.

f) Hirers should acquaint themselves with the Fire and Safety Regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.

g) In the event of an incident, fire or near miss

- Trust Incident Report Forms will be made available to the Hirer, who in turn must ensure one is completed correctly and that an investigation is undertaken
- A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment, then the hirer is responsible for undertaking the review and informing the school of any finds that may be relevant. Schools are not responsible for undertaking risk assessments for the Hirer's activities

In the event of a fire

- The Hirer will call the Fire Service (if school staff are not present and supporting the activity)
- All users will evacuate the building via the nearest fire exit and muster at the designated point.
- Users must not enter the building until the 'all clear' has been given. The Fire Service will give this.
- Fire must be reported to the Head Teacher.

h) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

i) The Hirer will immediately inform the School of any emergency, accident, injuries or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive

j) No combustible materials are to be used within the school, except with the express approval of the Headteacher

k) The Hirer shall be deemed to be the nominated responsible person to be in charge of and upon the premises at all times during the period of the letting. The nominated responsible person must comply with the following conditions if appropriate to the letting, i.e. performance, functions:-

- Up to 100 persons – 2 stewards, one extra steward for each additional 50 persons part thereof

Such stewards shall be made fully aware of the positions and exits, operation of emergency lighting and fire lighting equipment and be able to give full assistance in evacuation of the premises in the case of any emergency. Such stewards should be readily identifiable to members of public in the event of such emergency

12. VAT

The Trust is registered for VAT. The organisation's VAT Registration Number 371 6891 66. 13 Safeguarding and Child Protection

a) Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Trust upon request

b) At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted to control the movement of the children as required by the Children's and Young Persons Act 1933

c) Hirers must read the school's safeguarding policy, even where it is not anticipated the event/activity will be used or attended by/with children

14. Licences

It is the Hirer's responsibility for ensuring that any necessary licences required for a particular event have been obtained. The Hirer will indemnify the School and The Trust against any action brought about by failure to obtain the necessary licences:-

The following may be required: - Theatre Licence, Copyright/Royalty licence, Performing Right Licences, Cinematography licence, Justices Licenses, (i.e. alcohol), music, singing & dancing

15. Car Parking

Subject to availability, these facilities may be used by the Hirer and other adults involved in the letting

16. Cancellation

a) By the Hirer

Cancellations should be made in writing at least four weeks before the proposed letting otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The School will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

Please note that whilst the school will endeavour to give as much notice of cancellation as possible to the Hirer, it may not always be possible for the school to provide any notice, for example where there are circumstances beyond our control such as health and safety concerns, weather issues or to comply with government guidance.

17. Advertising

a) The Headteacher, on behalf of the Trust must approve of all advertising and posters concerning the use of the premises.