

Lettings Policy

Approved By	Hujjat School Trust Board
Date	November 2022
Owner	HPS SLT
Review By	November 2024



**HUJJAT
PRIMARY
SCHOOL**

VISION

Hujjat Primary School will be a happy and inclusive school inspired by Islamic values. A place where children can indulge their curiosity, develop a love for learning and build the foundation to become ethical, responsible and inspirational members of society.

MISSION

To nurture children within a safe and caring learning environment to realize their full potential academically, physically, spiritually, emotionally and socially. We believe that true education is not just about acquiring skills and achieving standards, but facilitating the well-being and growth of every child's mind, body and spirit in the best possible way.

VALUES

- Integrity
- Respect
- Compassion
- Excellence
- Service
- Gratitude

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RATIONALE

The Board of Trustees welcomes the use of the school's facilities by groups within the local community. This will generate income, which will be used to benefit the education of pupils at Hujjat Primary School. Provided there is no detriment to the primary purpose of the school and the welfare of local residents, facilities can be made available to community groups.

EQUAL OPPORTUNITIES AND INCLUSION

It is the aim of the school to operate a fair and inclusive policy at all times. We welcome enquiries from potential hirers and will consider all applications, regardless of the potential hirer's gender, ethnicity, physical disability, ability, linguistic, cultural or home background.

We recognise that certain groups and individuals may be discriminated against and therefore are strongly committed to positive action to ensure the building and grounds are fully accessible to all potential users. In general, the Board of Trustees welcomes sports and exercise classes, educational classes and cultural, religious and social activities. Lettings may be made to individuals, groups or organisations subject to the following exceptions:

- Political parties or organisations of a party-political nature; and
- Trade unions other than educational professional associations, who may hire the premises for an event directly involving the school's community or staff.

The Board of Trustees will apply the Equalities Act 2010 to lettings with regard to protected characteristics: age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief and sex.

In all cases, the Board of Trustees has ultimately discretion over lettings.

AIMS OF THE LETTING POLICY

- To safeguard the needs of the pupils within the school above consideration of potential lettings at all times.
- To provide a fair system for determining lettings.
- To maintain a safe and secure environment for all users of the site.
- To ensure the school is well maintained, clean, tidy and ready for use at all times.
- To maintain a good reputation for the school within the community by ensuring high standards of behaviour by those using the premises during lettings.

ROLES AND RESPONSIBILITIES

THE TRUST BOARD

- To develop the lettings policy in accordance with legislative and DfE requirements.
- To agree with the Headteacher what facilities can be used for lettings.
- To set lettings charges.
- To ensure the policy and lettings charges are maintained and reviewed. This will be delegated to the FRAC committee.
- To delegate the day-to-day management of the lettings policy to the Headteacher.

THE HEADTEACHER

- To ensure the lettings policy and procedures are followed.
- To oversee lettings with regard to commitments of the Site Manager, ensure a healthy work/life balance for those directly involved with lettings and to agree/sign-off the Site Manager's overtime.
- To monitor the success of lettings and take immediate action should any difficulties arise, mediating in disputes if necessary.
- To regularly update the Trust Board of lettings and to review performance including profit and loss.

THE SCHOOL ADMINISTRATION TEAM

- To communicate the lettings conditions and procedures to potential hirers.
- To inform the Headteacher of all lettings bookings and any issues arising.
- To administer lettings in accordance with the policy.
- To keep up to date records of all lettings and to monitor income.
- To book, confirm and invoice lettings.
- To collect income and arrange for it to be banked promptly.
- To ensure the following information is given to all potential hirers; pricing, lettings conditions, lettings enquiry /booking form, fire safety and evacuation procedures.
- Administer the process to gain approval from the Headteacher for any refunds due when the school has to cancel a let or due to a complaint.
- Authorise refunds of any deposits providing the terms of the let have been met.

THE SITE MANAGER

- To prepare the site (school or outside environment) for a letting at least half an hour before the letting commences.
- To check that the hirer has left the school as they found it, ready for pupil use after the let.
- To record and report any health and safety concerns, accidents or near misses to the Headteacher as soon as practically possible.
- To secure the premises as soon as possible after a letting has finished.
- To complete overtime/additional cleaning timesheets / claim forms.

- To liaise with the School Administration Team regarding additional charges and any necessary withholding of deposits.

THE HIRER

- To make the school ready for pupil use by cleaning any areas used by the hirers and clear away any remaining rubbish, furnishings or equipment immediately after a letting.

IMPLEMENTATION

TERMS AND CONDITIONS

- The lettings terms and conditions for hire will be made available to potential hirers immediately on enquiry about a letting. The lettings policy is provided on request.

CAR PARKING

- The school does not allow vehicles on the school playground but dedicated parking spaces may be available to hire at the discretion of the Headteacher.

CLEANING

- The school will ensure that the area to be hired is clean and tidy before the hire commences; the hirer must leave the area in the same state. Setting up and clearing up times are to be included in the hiring time. It is the responsibility of all hirers to remove their waste/rubbish for the school site. If the area used by the hirer requires cleaning and incurs charges for the school then the hirer will be liable to pay these extra charges.

HEATING

- If the hire is outside normal school hours (8am-6pm on weekdays), and you require the heating to be turned on then there is a one-off charge of £10 for up to 3 hours, and £5 more for each additional hour thereafter.

SCHOOL AREAS FOR HIRE AND FACILITIES INCLUDED

The following areas of the school are separately or collectively available for hire:

1. The main hall
2. The classrooms
3. The front playground
4. The MUGA (by special agreement)

TELEPHONE ACCESS

The hirer should ensure they have left a mobile number with the School Office/ Site Manager and have a means of being able to contact the Site Manager in case of emergency.

TIMES OF LETTINGS

The school is currently available for lettings during various times, these include, but not exhaustive:

- Weekday mornings - for clubs held for pupils of Hujjat Primary before school commences
- Weekday evenings - for clubs held for pupils of Hujjat Primary. After the core school day has ended
- Weekday evenings from 4.30pm.
- Weekends from 7.30am.

CHARGING AND PAYMENT

- Lettings will normally be paid for by the hour. The hourly letting charge is set and reviewed bi-annually by the Finance, Resources & Audit Committee. Charges are available upon request from the School Business Manager. Weekend lettings will incur a minimum of a 2 hour charge.
- Standard hire charges may be waived or reduced at the discretion of the Headteacher.
- Special rates may be negotiated individually for longer term agreements.
- There will be no charge for use by the Friends of Hujjat Primary School for their events which raise money for the school.
- Payment and dates will be agreed before the date of hire. Payment must be made at least one week before the start of the letting period.
- Failure to pay the invoice will result in the application for the let becoming void.
- Failure to make payment in good time will also result in further bookings being rejected until the account is settled and may result in a claim via the small claims court to recover monies owed to the school.
- Discounts may be available to charitable organisations, at the discretion of the Headteacher.
- Any damage to school property caused by the Hirer or during the Hirer's letting must be paid for by the Hirer.
- In the event of either damage or additional cleaning, an invoice will be raised for an additional payment.
- Receipts are issued for all lettings and details are kept with a copy of the invoice.

BOOKING PROCEDURE

A School Lettings Booking Form must be completed and sent to the SBM to confirm that the booking is appropriate. The prospective hirers are given a hire agreement which includes terms and conditions of hire and price list. The pricing details are confirmed by the SBM. On return of the completed application form from the Hirer, the SBM prepares the following paperwork:

Single let: A booking confirmation is sent to the hirer together with an acceptance form to complete and return. An invoice is sent requesting a refundable deposit of between £50-£200, which will be retained until the Hirer is no longer a customer.

Block Booking: A booking confirmation is sent to the Hirer together with an acceptance form to complete and return with a deposit. An invoice is sent at appropriate intervals (half termly/termly) listing dates of the block booking.

Payment terms – the invoice is to be paid in full a week in advance of the let.

Acceptance: By signing the acceptance form, the person signing is acknowledging and agreeing to adhere to all terms and conditions for the use of school premises. Any requests for amendments to the booking must take place at least 5 days prior to the date of the letting. The Hirer must not assume that the amendment will automatically be agreed. Confirmation of any amendments will be sent to the Hirer in writing and an additional administration charge of £10 may be payable.

REFUNDS AND CANCELLATIONS

After a booking has been confirmed and final payment made, no refunds will be given on cancellation unless there are exceptional circumstances.

Where a single booking is confirmed and cancelled before final payment is made, the deposit will not be refundable. If the school cancels the booking as a result of circumstances beyond its control, through no fault of the hirer, the whole deposit will be refunded.

The school will not accept any responsibility for any loss, or other expenses however incurred by the hirer.

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

Any complaints must be made in writing to the School office and will be reviewed by the Headteacher.

INSURANCE

- All hirers should ensure they have Public Liability Insurance (PLI) of minimum £2,000,000. A copy of the policy must be kept on file in the school. Where the hiring party does not have their own PLI, the school can provide cover, but this will be at a charge of 8% of the total lettings fee.
- All hirers should make themselves familiar with the emergency evacuation procedures, the location of the nearest emergency exits, fire extinguishers and fire alarms. Copies of the emergency evacuation procedure are posted in all areas.

MONITORING AND EVALUATION

For long-term lettings, there will be a review of the success of the letting at the end of each term between the Site Manager and the Headteacher. The Headteacher will immediately address any issues arising. There will be a review after each one-off letting.

APPENDIX A – LETTINGS TERMS AND CONDITIONS

1. CONTRACT TERMS

- 1.1. We agree to hire out the Venue to you on the following terms. These terms, together with the Booking Form, constitute a contract between you and us (“Agreement”) and must be read together with any other documents or policies explicitly referred to in these terms. Any other terms contained in any other document are excluded unless their inclusion is expressly agreed in writing.
- 1.2. In these terms “we”, “us”, “the school” and the “venue owners” means Hujjat Primary School; the “Booking Form” means the booking form attached to these terms of hire; and the “Venue” means the venue that you have specified on the Booking Form and that we have agreed to hire out to you. Access to agreed toilet facilities is included within the Agreement.
- 1.3. Hirers should not access other areas of the school that have been marked as off-limits. If in any doubt, please ask for clarification at the time of booking.
- 1.4. All lettings are subject to the approval of the Trust Board delegated to the Headteacher, and are conditional on the hirer accepting all aspects of our Lettings Policy. The Headteacher may refuse any application, or terminate any agreement, that contravenes this policy.
- 1.5. Representatives from the Trust Board have the right to attend and observe any event held on the school premises.
- 1.6. Hirers must sign the Booking Form to confirm that they have read, understood and accept the lettings conditions, fire safety and evacuation procedures.

2. ACCURACY OF THE BOOKING FORM

- 2.1. When a booking for hire is requested the hirer will be asked to complete the Lettings Enquiry/Booking Form.
- 2.2. You warrant that the information contained in the Booking Form is correct, accurate and contains no errors or omissions.
- 2.3. We reserve the right to cancel this Agreement without having to refund any costs incurred by you (including any deposit) if you are in breach of this warranty.

3. COST OF HIRE

- 3.1. All lettings will comply with current VAT Regulations, and VAT will be applied where appropriate.
- 3.2. Once the Booking Form is returned, completed and checked against the school diary, written confirmation of the letting and an invoice for its total cost will be sent to the hirer
- 3.3. The hirer shall pay to us the cost of hire together with any deposit, both as stated on the Booking Form, in advance of all lettings: for single lets, the total cost, including a refundable deposit of £50-£200 (depending on the purpose of hire) must be paid at least five days before the letting date; for block lettings, which must be booked in advance stating the total period to be covered, termly invoices issued by us must be paid in advance off the letting period to meet VAT requirements.

- 3.4. Any deposit paid will be refunded within 5 days of the letting, after the school is satisfied that all conditions of hire have been adhered to and that no additional charges need to be levied.
- 3.5. If you fail to settle the invoice in full within these time frames, we reserve the right to cancel this Agreement without having to refund any costs incurred by you (including any deposit).

4. USE OF VENUE

- 4.1. For the avoidance of doubt, you are being granted a non-exclusive, revocable licence to use the Venue as specified on the Booking Form, for the duration specified on the Booking Form and this shall in no way be construed as a grant of a lease to you.
- 4.2. It is your responsibility to ensure that the Venue is suitable for your intended use. If you have any booking requirements which you think may affect the suitability of your use of the Venue, you should discuss these with us before confirming the booking.
- 4.3. You shall not use the Venue for any other purpose other than that described on the Booking Form. You shall not sub-hire or use the Venue or allow the venue to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the Venue which may endanger the same or render invalid any insurance policies of the Venue.
- 4.4. Smoking is absolutely prohibited at the Venue. You must ensure that you and all other attendees do not smoke in the Venue or in any other part of the building or grounds in which the Venue is located.
- 4.5. Alcohol is absolutely prohibited at the Venue. You must ensure that you and all other attendees do not bring alcohol into the Venue or in any other part of the building or grounds in which the Venue is located.
- 4.6. Neither you, nor your attendees, are permitted to use any equipment at the Venue, unless otherwise agreed in writing. Hirers should visit the school in advance to establish the availability of any equipment and furniture required. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable in full for any damage to the equipment.
- 4.7. You shall ensure that any equipment you bring to the Venue to use at the Venue (including but not limited to sports equipment, catering equipment and electrical equipment) is safe and in good working order, is used in a safe manner and, where relevant, has been PAT tested in accordance with current safety testing requirements; evidence of this testing should be made available to the Site Manager on request.
- 4.8. Any apparatus, equipment or furniture brought onto the premises must be removed on completion of the letting, unless there has been specific written agreement for alternative arrangements.
- 4.9. You shall not use any naked flames gas cylinders or canisters, nor place any combustible materials adjacent to heat sources.
- 4.10. You must not make excessive noise whilst at the venue; good order must be maintained at all times.
- 4.11. The hirer shall use his/her best endeavours to ensure that neighbouring residents are not offended by parking cars in the vicinity and agrees to arrange for any offending cars to be moved on request by the Site Manager.

5. VENUE SECURITY

- 5.1. The Venue owners will make arrangements for the Venue to be opened and locked after your specific event. You agree to notify us as soon as you become aware that your specific event may, or will, start later or end earlier than specified on your Booking Form.
- 5.2. You must adhere to all security and fire precaution measures of the Venue. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the Venue immediately in accordance with the Venue's policies.
- 5.3. Fire extinguishers should not be tampered with unless for the intended use in an emergency.
- 5.4. The hirer must ensure that adequate supervision is available at all times and ensure that no unauthorised persons are permitted to enter the Venue.
- 5.5. The hirer shall have a designated person in charge who will take responsibility for ensuring that all conditions are met. The person must be present at all times and shall identify him/herself to the school Site Manager/key holder on arrival.
- 5.6. It is the hirer's responsibility to ensure they use the premises and its facilities in a safe manner and in the way they are intended.

6. ALTERATIONS

- 6.1. Permission must be sought to move or change the venue in any way.
- 6.2. You must not make any alterations or defacement to any part of the Venue (including its fixtures and fittings), or the toilets or any other part of the building or grounds in which the Venue is contained, without our prior written consent. This includes screwing or nailing anything to any part of the Venue, and fixing or taping anything to the floor of the Venue.
- 6.3. If either you or your attendees move (with pre-agreed permission) any equipment you find at the Venue, you must return such equipment to its original position before leaving the Venue. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable for any damage to the equipment, and for any injury to either you or your attendees, in full.
- 6.4. No structures or stands may be erected without prior written agreement.

7. LICENCES

- 7.1. You shall be responsible for obtaining all licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the Venue for your specific use.
- 7.2. You indemnify us and the owner(s) of the Venue against the consequences of your failure to do so.

8. INSURANCE

- 8.1. All hirers must be covered for Public Liability (hirers) insurance of at least £2 million; up-to-date evidence of such insurance must be included with the Booking Form.

- 8.2. Unless the hirer can prove this level of existing cover, this insurance will be arranged on behalf of the hirer by the school, in which event a surcharge of 8% will be added to the cost of the letting.
- 8.3. You must ensure that you have informed your Insurer that you are hiring a school facility.

9. FIRST AID

- 9.1. First Aid is the responsibility of the hirer and must be suitable and sufficient to the number and age of attendees.
- 9.2. Access to a telephone within the Venue is restricted. In the event of an emergency, it is your responsibility to have in your possession a working fully charged mobile phone to contact emergency services, next of kin or any other relevant persons or body.

10. SALE OF GOODS

- 10.1. Unless otherwise agreed, you must not use the Venue for any auction sale, trade, business or manufacture of goods.
- 10.2. You must not use the Venue for any illegal or immoral act or purpose.
- 10.3. We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you (including any deposit).

11. GAMING BETTING AND LOTTERIES

- 11.1 You shall ensure that nothing is done at or in relation to the Venue in contravention of the law relating to gaming, betting and lotteries.

12. PROMOTIONAL MATERIALS

- 12.1. You are responsible for all publicity and promotion of your event at the Venue.
- 12.2. Promotional Materials must not include promotion of alcohol, smoking or gambling.
- 12.3. You must not use our name or logos, or those of the Venue, in any promotional material relating to your event without our prior written permission (which may be conditional upon us approving the material in question before you use it).
- 12.4. Your hiring of the Venue does not constitute an endorsement by us or the Venue of either you or the subject matter of your reason for hire of the Venue.

13. FOOD AND DRINK

- 13.1. If you have specified on the Booking Form that you will be preparing, serving or selling food at the Venue, you must observe all relevant food and hygiene laws and regulations.
- 13.2. Use of our kitchen is not generally permitted; this is applied at the Headteacher's discretion.
- 13.3. If you have specified on the Booking Form that you will be using your own caterers at the Venue during the event, you must ensure that the caterers comply with all relevant food and hygiene laws and regulations. You must also ensure that any

leftover food and/or drinks and/or crockery and/or rubbish is removed from the Venue and the Venue is returned to the condition in which you found it on arrival at the Venue.

14. CHILDREN

- 14.1. You shall ensure that you have adequate child protection policies and procedures in place, including those under the Prevent Duty.
- 14.2. You must also ensure that you and any and all other persons likely to have contact with the children have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the event taking place.

15. ANIMALS

- 15.1. You shall not allow any animals, other than guide dogs (with prior written notification), to be brought into the Venue. This condition will be applied at the Headteacher's discretion.

16. END OF HIRE

- 16.1. You shall ensure that the Venue is vacated at the time specified on the Booking Form under "Time of hire from.....to.....". If you or any of your guests or attendees have not vacated the Venue or any other part of the building or grounds in which the Venue is contained, we reserve the right to make an additional charge.
- 16.2. You are responsible for leaving the Venue, the toilets, and any other part of the building or grounds in which the Venue is contained, in a clean and tidy condition. Access to cleaning equipment is included within this Agreement. Rubbish must be bagged in the PVC sacks provided and taken off site; it must not be placed in the school waste containers.
- 16.3. You must ensure that the Venue is returned to the condition in which you found it on arrival at the Venue. If you fail to do this, we reserve the right to make an additional charge.

17. TERMINATION

- 17.1. If applicable and without prejudice to clauses 17.2 and 17.3 below, this Agreement may be terminated in accordance with our cancellation policy.
- 17.2. For the avoidance of doubt, we retain the right, in our absolute discretion, to refuse or cancel a booking at any time if the reason for hire or subject matter to be discussed or promoted at the event is something to which the Venue itself would, or does, reasonably object to.
- 17.3. Either of us can terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this Agreement if the company goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

18. LIABILITY

- 18.1. During the period of hire, you shall be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the Venue and you shall indemnify us and the owner(s) of the Venue from and against any damage (including accidental damage), expense, liability, loss suffered by the owner (including consequential loss), claim or proceedings arising out of the course of or caused as a result of the hiring of the Venue or a breach of the terms of hire. For the avoidance of doubt, the owner shall be entitled to enforce this particular clause.
- 18.2. For the avoidance of doubt, you are entirely liable and responsible for both you and your attendees (and yours and their property) at all times whilst you are at the Venue and in any other part of the building or grounds in which the Venue is contained.
- 18.3. Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.
- 18.4. The hirer shall give notice in writing to the Headteacher within 24 hours, of knowledge of any injury, loss or damage to school property, buildings and equipment. The cost of any subsequent repair or replacement will be charged to the hirer and will be deducted from any deposit or an additional invoice will be raised if not covered by a deposit.
- 18.5. Our liability to you under this Agreement shall not exceed the amount paid by you for hiring the Venue for your specific event.

19. FORCE MAJEURE

- 19.1. We may cancel any Agreement if the Venue is, or if any part of the building or grounds in which the Venue is contained is, rendered unfit or becomes unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

20. GENERAL

- 20.1. Any notice required or permitted to be given by either party to the other side under this agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
- 20.2. No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.
- 20.3. Apart from clause 18.1, a person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.
- 20.4. This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

APPENDIX B

Please note the following information relevant to the hire of the above areas:

MAIN HALL

- Access to the corridors or any classrooms is not permitted unless agreed in advance by the Headteacher.
- Toilets for use with the hire will be identified when the booking is confirmed.

CLASSROOMS

- Furniture may be moved provided it is placed back in the correct place after the hire. We recommend taking a photo of the layout to help with this.
- Please ask permission if you wish to use any of the children's equipment prior to the hire.

PLAYGROUND

- Please ensure no rubbish is left on or around the area
- Please return and equipment or outdoor furniture to the correct place if it has been moved