

Lettings Policy

Approved By	Hujjat School Trust Board
Date	October 2025
Owner	Hujjat SLT
Review By	October 2027



**HUJJAT
PRIMARY
SCHOOL**

VISION

To be an outstanding, happy and inclusive school that cultivates our relationship with God through the conduct and teachings of Prophet Muhammad (Peace be upon him). A place where children can indulge their intellectual curiosity, develop a love for learning, and build the foundations to become ethical, responsible and inspirational members of society.

MISSION

We will facilitate the well-being and growth of every child's mind, body and character through:

- Nurturing children within a safe and caring learning environment to realise their full potential;
- Providing a broad, balanced, vibrant and inclusive core curriculum that fosters curiosity and outstanding academic achievement;
- Facilitating experiential teaching, enrichment activities that are a feast for the senses, and focused time on health, hygiene and nutrition;
- Fostering learners who are able to think, question and reflect independently;
- Developing confident, respectful and effective communicators who can express themselves and make informed choices;
- Encouraging positive relationships;
- Listening deeply and accepting every child as a gift from God.

This is accomplished through a values curriculum in accordance with the Islamic philosophy of education. Individuals are encouraged to reflect on the qualities of God and develop the virtues of good character as embodied by Prophet Muhammad (Peace be upon him), thus enabling our pupils to apply their knowledge and turn it into action for the benefit of our school and the wider community.

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.

HEADTEACHER/ SCHOOL BUSINESS MANAGER

- To ensure the lettings policy and procedures are followed.
- To oversee lettings with regard to commitments of the Premises Manager, ensure a healthy work/life balance for those directly involved with lettings and to agree/sign– off the Premises 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 PREMISES 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 School Business manager/ 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 in the school carpark and MUGA area

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. Playgrounds
4. ART/ DT Room
5. The MUGA (by special agreement)

TELEPHONE ACCESS

The hirer should ensure they have left a mobile number with the School Office/ Premises manager and have a means of being able to contact the Premises 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 4.45pm.
- Weekends from 8.00am.

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 enquiry Form must be completed and sent to the SBM to confirm that the booking is appropriate.

The SBM will confirm the availability of the required space and price.

The prospective hirers are sent a lettings agreement which includes terms and conditions of hire and price.

The hirer must sign and return the letting agreement.

An invoice is sent requesting a refundable deposit which will be retained until the Hirer is no longer a customer.

For block booking: An invoice is sent termly unless otherwise agreed listing dates of the block booking.

Payment terms – the invoice is to be paid in full seven days 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.

Prior to final payments being received, hirers will be allowed to cancel or postpone a booking on condition that, if one month's notice is given before the event, the whole Deposit will be repaid, if 3 weeks' notice is given, half the Deposit will be repaid, if two weeks' notice is given, 25% of the Deposit will be repaid and if no notice is given or less than 2 weeks' notice is given, the Deposit will not be repaid to the Hirer.

The School may at any time cancel, postpone or delay any booking, in which case the Hirer will be reimbursed the appropriate amount of the Hire Charge made. If the School finds it necessary to postpone or cancel a booking, as much notice as possible will be given.

The School will not accept liability for any loss arising from any such postponement or cancellation.

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 Premises 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 lettings agreement, 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 "Letting Agreement" means the form attached STANDARD TERMS AND CONDITIONS FOR LETTING AGREEMENT; 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 or their guests should not access other areas of the school that have been marked as off-limits or not included in the agreement. 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 Letting Agreement 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 Initial 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.

Charges

1. The Hirer shall be responsible for the payment of the Hire Charge and any other charges agreed from time to time in respect of the hiring of the Premises and for the observance and performance in all respects of the terms and conditions on the part of the Hirer set out in this Letting Agreement.
2. All applications for hire must be provisionally agreed with the School's Lettings Team and will not be confirmed until payment of the returnable Deposit has been made and this Agreement has been signed.
3. All charges are required to be paid at least seven days in advance of the event and (subject to clause 5). Regular lettings will require payment of the initial payment and Deposit one term in advance unless otherwise agreed. Hire Charges for regular usage will be paid in advance on the Payment Date.
4. The Hirer will be required to pay a deposit of up to 50% of the hire cost at the time of booking for one off events such as weddings, parties, social and religious festivals. All other room bookings will be required to pay a deposit of 20% in addition to the Hire Charge, which may be applied in whole or in part to make good any damage. The Deposit will be returned within 15 school days after the event subject to these Terms and Conditions being adhered to.

5. Where the Hirer is hiring the Premises less than one month before an event, he/she must pay the Deposit and the Hire Charge at the time of booking by debit and credit card, BACS or cheque.

Cancellation

6. The School may at any time cancel, postpone or delay any booking, in which case the Hirer will be reimbursed the appropriate amount of the Hire Charge made. If the School finds it necessary to postpone or cancel a booking, as much notice as possible will be given. The School will not accept liability for any loss arising from any such postponement or cancellation.
7. Hirers will be allowed to cancel or postpone a booking on condition that, if one month's notice is given before the event, the whole Deposit will be repaid, if 3 weeks' notice is given, half the Deposit will be repaid, if two weeks' notice is given, 25% of the Deposit will be repaid and if no notice is given or less than 2 weeks' notice is given, the Deposit will not be repaid to the Hirer.
8. The School reserves the right to refuse to grant a hiring without giving a reason and in particular if the hiring is in breach of any policy on lettings operated by the School, the Local Authority or any trustees of the School.
9. The School shall resolve conflicting requests for the use of the Premises with priority at all times being given to the School.

Conditions of Use

10. The hirer must follow the principles laid out with the Hujjat Primary School values and ethos.
11. Intoxicating liquor shall not be sold, supplied or consumed on School premises.
12. Smoking is not allowed anywhere on the School's premises including outside spaces.
13. Any form of naked flame is not permitted on the premises.
14. The following items should not be brought to School – alcohol, cigarettes, matches, lighters, drugs, aerosols, any offensive weapon, replica guns, fireworks, pornographic materials or any other item deemed by the School to be detrimental to the health and safety of other users. School computers or networks must be used in accordance with the HPS acceptable use policy.
15. Bringing non-halal food items onto the school premises is not allowed including the outdoor spaces. Additional the hirer must follow the school stance on 'nuts' and other key allergens. This can be found out by the school caretaker/point of contact.
16. The Hirer and/or his/her named representative or the responsible person(s) whose name(s) and address(s) must have been supplied to the School before the date of the hiring and must be in attendance at the Premises throughout the period of the hire. If the Hirer leaves the event before it finishes, a named representative must be nominated to remain until all the guests have left the School premises.
17. The School's Lettings Team or Caretaking Staff will be on duty at all times for one – off events. The Hirer (or named representative) must report to the school representative at the end of the event and comply with any reasonable request to signal the end of the hiring period and that the Terms of Conditions of this Letting Agreement have been complied with, a failure to do so may lead to a delay in return of the Deposit.
18. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment (the "Programme") to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the Programme which has been approved by the School, acting reasonably. In the event that the School does not approve the Programme the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under clause 7.
19. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
20. The Hirer must ensure that any noise or music played does not interfere with other activities within the School and cannot be heard from any neighbouring houses. Any request to turn the music down by the staff must

be adhered to. The Hirer should ask its guests to leave the School Premises quietly at night time to avoid disturbing its neighbours. All emergency exits and vehicular exits are to be kept clear at all times.

21. The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.
22. The seating accommodation provided is limited to the number of chairs that are on the School premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.
23. Lettings must not exceed the maximum criteria of people for the premises (as stated in either the School's regulations or the Special Arrangements noted above) and the Hirer shall ensure that the number of people admitted to the function does not exceed the maximum number stated in any Booking Form or the Special Arrangements. The Hirer must ensure that no unauthorised entry is made to the School premises during the Hire Period.
24. The School reserves the right to ask the Hirer to keep a register of those attending the School's premises as a result of the hiring of the premises.
25. The Hirer shall not discriminate against any individual or group in any activity taking place at the School.
26. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Equality Act 2010.
27. The Hirer may make reasonable use of the School's toilet facilities.
28. The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. Outdoor noise will be kept to a minimum to protect the neighbourhood from disturbance and distress.
29. The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.
30. A draft copy of any literature proposed for distribution by the Hirer which contains any reference to the School, other than simply the address, must be sent to the School for approval at least 10 days prior to distribution.
31. The School may terminate the letting if the Hirer fails to comply with the Conditions of Use.

Access and Security

32. Members of the School reserve to themselves and their officials the right to enter the premises hired at all times on producing evidence of their identity. Stewards (if used) should be advised of this condition accordingly by the Hirer.
33. Entrance to the Premises will be through the main entrance which will be opened by the School at an agreed time. It will be the responsibility of the Hirer to ensure that the Premises are secure during the Hire Period. Admission to the School will not be allowed until the time specified on the booking form or this Letting Agreement.
34. The Hirer shall ensure that events are properly supervised, with sufficient stewards if so required. Suitably qualified instructors must be used where appropriate to the activity e.g. sporting or dance activities. The Hirer must ensure that risks associated with activities are properly controlled during the Hire Period. The School is not responsible for undertaking risk assessments for the Hirer's activities. The School reserves the right to terminate this agreement if the Hirer fails to ensure suitable arrangements are in place for safeguarding children and/or vulnerable adults.
35. It is the duty and responsibility of the Hirer, or his/her representative, to be aware of the evacuation procedures of the premises in the event of an emergency. Those procedures will be enclosed with these Terms and Conditions of Hire and/or are prominently displayed in the School. It is also the duty of the Hirer to ensure that these emergency procedures are brought to the attention of all people, both participants and

spectators, as part of the Hirer's general responsibility for the Health and Safety of everyone present on the site arising as a result of the hiring of the Premises.

36. The Hirer is strongly advised to appoint fire marshals to assist in the evacuation of the premises and the checking of attendance registers to ensure everyone is accounted for. The Hirer is responsible for keeping passages and fire exits clear. During the Hire Period it is the responsibility of the Hirer to ensure safe evacuation of the premises via the nearest fire exit. In the event of fire the Hirer shall call the emergency services.

Setting Up and Clearing Away

37. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings. Decorations must only be fixed into place with blu-tack. Decorations in the dining hall (if applicable) can only be tied to tables and pillars and the use of any form of adhesive is not permitted.
38. Any setting up and clearing out in the facilities must be carried out within the Hire Period unless otherwise agreed with the School in writing before the event.
39. Plastic rubbish sacks will be provided by the School, and when full, must be placed in the large bins located outside near the carpark at the rear of the building. The Hirer is responsible for clearing away any rubbish from the hired facilities and leaving the Premises clean and tidy. Any failure to do so may lead to a delay in the return of the Deposit.
40. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the School premises all their articles, property refuse, decorations, sets, props, equipment and other items by end of the Hire Period and shall observe and carry out any instructions which may be given to him/her in this regard. Any items left behind will be stored at the Hirer's expense. The School reserves the right to dispose of any items left in the premises at the end of the Hire Period but will make reasonable efforts to notify the Hirer before doing so.
41. School furniture shall not be moved except by prior arrangement with the caretaker and the facilities should be left in an orderly fashion after usage.
42. Kitchen use - Only the top burners and the warming ovens are available for use. (separate costs apply for use of the kitchen) Any equipment required including pots and pans are to be supplied by the Hirer.
43. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the prior written approval of the school which may be given subject to conditions which the Hirer will be required to observe. Such approval may also be subject to the oversight of a technical officer acting on behalf of the school and where necessary, the consent of the electricity undertakers.
44. All mains powered electrical equipment brought on to the premises by the Hirer must be safe and in good condition. Evidence of valid inspection certificates may be required.
45. The use of portable cooking stoves of any description is strictly prohibited.
46. If the use of the hall spotlights, screen or sound equipment are required, it is to be clearly stated on the application form. An extra charge will be made for this service and any operation of such equipment shall be carried out by a competent person named and approved by the school in advance. The caretaker will demonstrate the equipment to the hirer on arrival.
47. Additional special conditions shall also apply when the use of School grounds is permitted for activities of a hazardous nature.
48. The Hirer must not bring on to the Premises anything which may endanger the School premises, its users or which may adversely affect any insurance policies. The Hirer will comply with any regulations of the School's insurers or the Education Funding Agency, notified to the Hirer by the School.

Safeguarding

49. Suitable organised supervision must be maintained of all people engaged in or associated with the activity e.g. young children require continuous supervision in the changing areas and corridors to avoid possible

unruly behaviour. The Hirer must ensure that a qualified person or persons are available on site, commensurate with the risks of the activity pursued, to administer first aid if necessary. The School takes no responsibility for the provision of first aid during the Hire Period.

50. Any organisation submitting a lettings request for an activity or event involving children and/or young people under 18 years of age must submit to the School a signed copy of their current child protection policy which must be compliant with current legislation. Where appropriate, the Hirer warrants that it has obtained all relevant Disclosure and Barring Service ('DBS') checks for individuals connected with the activity to be carried out by the Hirer before the start of the Hire Period. The School reserves the right to cancel or delay the booking if the Hirer fails to provide DBS checks to the School's satisfaction before the start of the Hire Period.
51. If a particular letting involves direct or indirect contact with the School's pupils, all of the Hirer's personnel involved in the activity must be checked against the Children's Barred List.
52. The School reserves the right to prevent any individual from entering onto the School site.
53. The Hirer must immediately inform the School should any matter arise which impinges upon the security or health and safety of people present on the School's premises. Hirers must comply with all relevant Health and Safety legislation in force from time to time and any regulations imposed by the School from time to time for the safety and security of the Premises and all those using the Premises.
54. No gratuities must be offered to any members of staff.

Damage

55. The Hirer, with the approval of the School, shall make good any damage to the property of the School other than as a consequence of normal wear and tear which can be attributed to the Hirer's use of the Premises.
56. The Hirer is responsible for any damage caused by any act or neglect of the Hirer or anyone who the Hirer allows onto the premises.
57. In the event of any such damage under Clauses 46 and 47, the School may decide to make it good and the Hirer, by the acceptance of these Terms and Conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the School.
58. The Hirer will be responsible for the proper use of fixtures and fittings and must take reasonable steps to ensure that there is no damage to the fixtures, fittings, School equipment or to the building.
59. The wearing of footwear which might cause damage to floors is not permitted.
60. No animals other than guide dogs are permitted on the premises without the prior written approval of the School.
61. When using the sports hall:
 - a. No alcohol can be consumed in the hall;
 - b. Non-marking trainers must be worn at all times;
 - c. No markings can be applied to the floor; and
 - d. All equipment must be put away.
62. The School will not be held responsible for the loss, damage or theft of any cars or other vehicles parked on its premises.
63. The Hirer will keep the School and its officers, servants and agents fully indemnified from and against all losses or damages incurred by the School or any claims made against the School (including legal fees) as a consequence of the Hirer's hiring of the Premises.

Exclusion of Liability

64. Neither the School nor their representatives shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the School or their

representatives, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the School and/or its representatives and servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

65. The School shall not be responsible for:

- a) any indirect or consequential damage arising from any breach of this agreement by the School;
- b) any loss or damage to any article of any kind brought to or left on the School's premises; or
- c) any loss due to acts or omissions of third parties or for any loss due to equipment breakdown, failure of the electricity supply, leakage of water, flooding, terrorism, fire, government restriction, act of God or any event which is beyond the School's control which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

Legal Requirements

66. The Hirer shall not sub-let, share or assign any part of the premises and shall not use it for any other purpose than that for which it has been hired.

67. The Hirer agrees to comply with all laws, statutes, regulations and notices and consents pertaining to its event or the use of the School Premises.

68. The land (including any building or structure therein) is made available in its existing state and condition and neither the School nor their representatives warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise.

69. Hire of Premises relates to the area of the building/grounds that has been booked for hire. Other areas of the School are not to be used. A hiring is the non-exclusive use of the area of the building/grounds in question and may be subject to change by the School. No legal or equitable estate or interest is granted or implied by any hiring the subject of these Terms and Conditions of Hire.

70. The School reserves the right to ask the Hirer to obtain public liability insurance with a minimum indemnity of £2 million (or any other amount agreed with the School) to cover legal liability for incidents resulting in injuries to persons and/or damage or loss of property arising out of the hiring of the School premises and to produce evidence of the insurance to the Lettings Officer before the hiring commences.

71. The Hirer must not use the facilities for any unlawful or immoral purpose.

72. The premises hired shall not be used for any licensable activity under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

73. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 2005, or any subsequent Act which in whole or in part replaces it.

74. If door supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licenses have been obtained and are in force during the term of the licence and comply with any legislation or codes of conduct concerning the regulation of such door supervisors.

75. The Hirer is required, where appropriate to his/her hiring and where the premises hired are licensed as described above, to ensure compliance with the conditions and regulations subject to which the premises hired are so licensed.

76. If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any other conditions, including these Letting Agreement Terms and Conditions then, without prejudice to the right of the School, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities

already incurred by the Hirer under these conditions, the School reserves the right themselves or acting as aforesaid to immediately terminate the hiring, if still continuing and to retain all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of School premises.

- 77. References to the School in these Terms and Conditions shall include references to its representatives (including School employees) where appropriate.
- 78. The School reserves the right to amend these Terms and Conditions at any time on reasonable notice to the Hirer.
- 79. Any dispute regarding these Terms and Conditions and the Hirer's use of the Premises will be referred to the School and the parties shall seek to reach agreement before escalation and resort to legal proceedings.

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, as stated on the Letting Agreement in advance of all lettings: for single lets, the total cost, including a refundable deposit must be paid at least seven 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 Premises 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 Premises 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 Premises 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 and ART/DT room

- 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/ MUGA

- 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