



LOCATION: SCHOOL HANDBOOK, SECTION I, DOCUMENT 22

## **HIRING AND LETTINGS POLICY APPENDIX I** **LETTINGS AGREEMENT**

### **I. Definitions and Interpretation**

In these Conditions of Hire: -

- a). "Hirer" shall mean the person making the application for the hire of the whole or part of the Premises.
- b). "Hiring Agreement" means the hiring agreement for the Premises which the Hirer will be required to sign, an example of which is attached to these Conditions of Hire.
- c). "Period of Hire" means the dates and times identified in the Hiring Agreement.
- d). "Premises" shall mean the area of hire identified in the Hiring Agreement and any additional areas that the Hirer is permitted to use by virtue of clause 3 of these Conditions of Hire.
- e). "Governing Body" shall mean the governing body of Abbey Court School and includes any person duly authorised by the governing body.
- f). "School" means Abbey Court School acting by its Governing Body or any person duly authorised by the Governing Body.
- g). "School Representative" means the head teacher of the School, or any person duly authorised by the head teacher to act on behalf of the School with regard to these Conditions of Hire.
- h). Facility means any part of the school building or grounds, which is the responsibility of the school.

### **2. Applications for Hire of Premises**

- a). No person under the age of 18 years will be accepted as a Hirer.
- b). Applications for the hire of the Premises must be made to the School Representative in accordance with any requirements of the School Representative. See the Hire Agreement of Premises form attached.
- c). Applications for hire of the Premises shall be treated equally, regardless of race, colour, nationality, sex, religion, marital status or disability.
- d). The Governing Body shall have the right to refuse any application for use of the Premises, subject to any statutory requirements.

- e). These Conditions of Hire together with the Hiring Agreement constitute all the terms for the hire of the Premises.
- f). All hiring agreements will be reviewed annually.
- g). Before hiring, the hirer must produce a valid insurance certificate for the duration of the hiring period to the school. A copy of which will be taken by the school and kept on file for the duration of the hire.
- h). The hirer must produce a valid DBS certificate to the school before hiring the facility. If the hirer is a school, then a letter of assurance from the headteacher will be required to confirm that DBS processes have been followed for all staff.
- i). The hirer must produce evidence of a Safeguarding Children & Vulnerable Adults and Child Protection Policy & Procedures.
- j). Before hiring, the hirer will provide the name of their group's Designated Safeguarding Lead.
- k). First Aid Certificates must be supplied; copies will be kept on file. First Aid kits are available on-site. If the hirer is a school, a letter of assurance is needed that all groups will be accompanied by a qualified first aider.
- l). Copies of the Whistleblowing Policy and Code of Conduct Policy to be provided by the hirer to the school, which will be held on file.
- m). The hirer must evidence how they will register each class and how long registers will be held (swimming only).
- n). Before hiring, the hirer must produce any relevant accreditation for the activity that is to be undertaken in the facility (swimming only).

### **3. Facilities**

- a). Use of the Premises only includes areas that are expressly specified by the School Representative.
- b). It is the responsibility of the Hirer to ensure these areas are arranged to suit their needs. It is the responsibility of the Hirer to return equipment to its original location at the end of the hiring period.

### **4. Hire Charges**

- a). Hire Charges for the Premises shall be as advised by the School and reviewed by the Headteacher, alongside the finance committee, every 12 months.
- b). Where required in the Hiring Agreement, a deposit must be paid and returned to the School with the signed Hiring Agreement.
- c). The School may, at its discretion, request an additional sum to be deposited with the School as security for the Hirer complying with their obligations under these Conditions of Hire. Such a sum will be refunded to the Hirer on expiration of the period of hire if all obligations have been complied with.

d). Payment for the hiring must be paid to the School as required by the Hiring Agreement, but in any event will be due no later than 30 days from the date of invoice issued by the School to the Hirer.

## **5. Cancellation by the Hirer**

a). If the Hirer wishes to cancel the hiring in whole or in part, the Hirer must give written notice to that effect to the School Representative.

b). Charges in accordance with the following scale may be made for any cancellation of long-term hire: -

Cancellation given less than six weeks prior to the Period of Hire (or the affected part of the Period of Hire if this is for more than one occasion) = hiring fee to be paid in full. Cancellation given six or more weeks prior to the Period of Hire (or the affected part of the Period of Hire if this is for more than one occasion) = no charge will be incurred.

## **6. Cancellation by the School**

a). The School may cancel this hiring agreement up to 14 days prior to the Period of Hire (or the affected part of the Period of Hire if this is for more than one occasion) if the Premises are required for use for School activities. In the event of such cancellation, the School will give to the Hirer the maximum practicable notice and refund any deposit paid, but shall not be otherwise liable to the Hirer.

b). The School may cancel this hiring at any time before or during the Hiring if: -

- The school are unable to facilitate hiring due to health and safety reasons beyond our control, for example, school closure, adverse weather, staff absence, etc.
- the Hirer fails to comply with any of these Conditions of Hire.
- details of any particulars referred to in the Hiring Agreement have not been supplied as required, or if supplied, are not approved by the School.

In the event of such cancellation, no refund of any deposit will be made to the Hirer, and the School will not be liable to the Hirer in any respect.

## **7. Use of the Premises**

During the Period of Hire, the Hirer shall ensure that: -

a). No part of the Premises is used for any purpose other than that described in the Hiring Agreement.

b). The Premises, or fittings, fixtures or furniture at the Premises are not subjected to undue wear and tear, damage or incorrect use.

c). No part of the Premises is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance relating to the Premises or the School

d). No animal is brought onto the Premises or allowed to enter the Premises without the consent of the School (except guide dogs for the blind, hearing dogs for the deaf or medical alert assistance dogs, which can be accommodated with notice).

e). The Premises or any part of the Premises are not sub-hired.

f). All users of the Premises under or by virtue of the hiring shall restrict themselves to the hired Premises and shall not enter other parts of the School.

## **8. Maximum Capacities**

It is the Hirer's responsibility to ensure that the agreed numbers of attendees as stated at the time of booking is not exceeded.

a). Attendees, as stated, shall include all persons attending or present at the Premises during hire, including (but not limited to) any supervisors, those participating in activities and parents.

## **9. Supervision**

a) During the Period of Hire, the Hirer is to be responsible for the efficient supervision of the premises, including: -

- the effective control of all children & adults present
- the behaviour of all persons using the Premises
- the orderly and safe admission and departure of persons to and from the Premises
- the orderly management of cars entering, leaving, and parking on the premises
- the provision of first aid cover for the duration of the hiring
- the safety of the Premises and the contents of the Premises

b). The Hirer shall use sufficient staff members or assistants to maintain good order during the hiring and expel any person acting in a disorderly manner, or disobeying School or Hirer instructions. In default, the School, acting by any authorised officer, may expel such persons.

c). The Hirer shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the Premises and that no person shall trespass on parts of any School property not included in the hiring.

## **10. Safety Requirements**

During the Period of Hire, the Hirer shall ensure that: -

a). They are fully familiar with the safety precautions of the School and the safety precautions to be observed in the Premises. A copy of the School's emergency procedures for the Premises (Visitors' Leaflet) will be sent to the Hirer with the Hiring Agreement. The Hirer is expected to be familiar with this document and shall take all reasonable steps to ensure that all persons using the Premises by virtue of the Hiring Agreement are also familiar with key aspects of this document e.g. meeting point following an evacuation. In the event that the emergency procedures are not sent to the Hirer with the Hiring Agreement, it is the responsibility of the Hirer to ensure that they contact the School Representative immediately in order to make arrangements to receive the document.

b). All necessary precautions for the safety of those persons attending the Premises during the Period of Hire are taken by the Hirer, which shall include ensuring that all persons in charge are familiar with fire-fighting equipment available.

c). Fire-fighting apparatus at the premises is kept in its proper place and only used for its intended purposes.

- d). The Fire Brigade is called by the Hirer to any outbreak of fire, however slight, and details of the occurrence shall be given to the School Representative.
- e). No obstructions are placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access and egress at all times.
- f). The emergency lighting supply is turned on throughout the Period of Hire and illuminates all exit signs and routes.
- g). No performances or uses take place which could involve danger to the public.
- h). For safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the School Representative, which must not be of a combustible nature.
- i). No highly flammable substances are brought onto or used in any part of the premises.

### **11. Lighting and Electrical Safety**

During the Period of Hire, the Hirer shall ensure that: -

- a). No lighting, heating, power or other electrical fittings or appliances in the Premises are altered, moved, or in any way interfered with.
- b). No additional lights or extensions from the existing electric light fittings are used without the previous consent of the School Representative.
- c). Electrical appliances brought onto the premises have been tested for electrical safety (Portable Appliance Test Certificates may be required for inspection by the School).

### **12. First Aid**

The Hirer shall ensure that a person with appropriate first aid skills is present at the premises during the Period of Hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the Period of Hire. There are also First Aid kits available on site.

### **13. Alterations, Advertising and Care of Premises**

- a). Any Hirer will not drive bolts, nails, tacks, screws, bits, pins, or other like objects into any part of the Premises by the Hirer, nor shall any placards/posters or other articles be fixed to any part of the Premises.
- b). No advertisements of any type are to be displayed inside or outside of the Premises by the Hirer without the prior approval of the School Representative.
- c). No alterations shall be made to the Premises by the Hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the School Representative.

### **14. Prevention of Nuisance**

- a). The Hirer must ensure that cars belonging to his patrons are not parked so as to cause an obstruction at the entrance to, or exits from, or within the confines of the car park of the School and do not obstruct or delay access to the School by emergency vehicles.

b). The Hirer shall take all reasonable measures to ensure that cars belonging to his patrons do not obstruct the public highway outside of the School or access to adjacent private properties and that undue noise is not caused on arrival or departure.

c). The Hirer shall comply with any requirements of the School with regard to parking of vehicles.

### **15. Statutory Requirements**

a). The Hirer must not do or permit any act, matter, or thing that would or might constitute a breach of any statutory requirement affecting the Premises.

### **16. Equal Opportunities**

The Hirer must not discriminate, or permit others acting on its behalf to discriminate, in any of its activities held in the Premises, on the grounds of race, colour, nationality, sex, religion, marital status or disability.

### **17. Smoking**

The Hirer is advised that smoking or vaping is not permitted anywhere within the Premises. Smoking is not permitted in any part of the school's premises and grounds including the entrance area to the school, the farm and on land adjacent to the School building or on the school road crossing areas. The Hirer shall ensure that all patrons comply with this requirement.

### **18. Hours of Use**

The hiring does not entitle the Hirer to use or enter the Premises at any other time than the Period of Hire unless prior arrangements have been made and agreed with the School Representative. Hire times are to include set up and take down, finish time is when the hirer exits the building, leaving it clean and tidy with all equipment packed away.

### **19. Storage**

No goods or equipment shall be left at or stored on the Premises or the School without the prior agreement in writing of the School Representative.

### **20. Rights of Entry**

Throughout the Period of Hire, the right of entry to the Premises is reserved to any duly authorised officers or employees of the School, their agents or contractors and any emergency service.

### **21. Expiration of period of hire**

a). At the expiration of the Period of Hire, the Hirer shall ensure that all members of the public and other guests leave the Premises.

b). The Hirer must ensure the Premises are left in a clean and orderly state free of litter. If the Hirer fails to do so, the School will be entitled to charge the Hirer for the costs of any necessary work required.

## **22. Damage to School Property**

The Hirer is to take good care of all school property and to ensure that any actions carried out during the period of hire do not cause any damage to be done to the Premises or to any fittings, equipment or other property in the Premises and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises.

## **23. Injury to Persons and Damage to Property**

- a) As per the Medway Council Insurance Policy: The Council shall not be responsible for any damage or injury (including death) caused to or sustained by any property/person arising out of or in connection with the letting and you will indemnify the Council against all expenses, costs, fees, damages, and losses arising out of or in connection with any claim arising from such loss, damage or injury (including death) unless such loss, damage or injury (including death) was caused by some fault or negligence on the part of the Council.
- b) The Governing Body shall not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the Governing Body which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.

## **24. Insurance and Indemnity**

- a). The Hirer shall effect Public Liability Insurance cover to a minimum limit of indemnity of £5,000,000.00 against third-party risks, including death or injury to any person or loss or damage to any property arising out of the use of the Premises by the Hirer.
- b). By signing the hire agreement, the hirer confirms a valid insurance certificate.
- c). The Hirer will indemnify the Governing Body against any damage, theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the Premises by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises or School which is damaged, destroyed, stolen or removed as a result of the hire of the Premises by the Hirer. The evidence of the Governing Body as to the costs or expenses incurred shall be accepted by the Hirer as final, on the production of reasonable evidence to support the same.

## Abbey Court School

### HIRE AGREEMENT OF PREMISES

The Hirer is required to sign and return one copy of this Hire Agreement to the following address:

Abbey Court School  
Rede Court Road  
Strood  
Kent  
ME2 3SP

Please note that until such time as the signed Hire Agreement is received by the School, together with any deposit or payment required, there is no firm booking with the School for the hire. This means that the School is free to accept alternative bookings for the Premises without any obligation to the Hirer, and accepts no responsibility whatsoever for any costs incurred by the Hirer in anticipation of the hiring proceeding. Following receipt of the signed Hire Agreement by the School, cancellation of the hiring shall be governed by the School Lettings Conditions of Hire.

Abbey Court School's lettings conditions of hire apply to this hire agreement.

<b>Hirer/Organisation:</b>
<b>Hirer Address:</b>
<b>Hirer's Authorised representative:</b> <b>Contact number:</b> <b>Contact email:</b>
<b>Hirer's contact email for invoice (if different to above):</b>
<b>Premises to be hired (please indicate)</b>  <input type="checkbox"/> Rede Court Road Site - Hydro and Changing Facilities <input type="checkbox"/> Cliffe Road Site - Hydro and Changing Facilities <input type="checkbox"/> Larkin Farm <input type="checkbox"/> Rede Court Road Premises e.g. Hall, Field ..... <input type="checkbox"/> Cliffe Road Premises e.g. Hall, Field .....
<b>Purpose of Hire:</b>
<b>Number of Participants for hire (as agreed):</b>
<b>Date and Time of Period of Hire (for one-off bookings)</b> Date: Start time:

Finish time:
<b>Dates and Times of Period of Hire (for regular/block booking)</b> School Term: Start Date: End Date: Hire Dates: Frequency of use: Start time: Finish time:
<b>Cost of Hiring:</b>
<b>Deposit required (if applicable):</b>
<b>Date of payment of Cost of Hiring / Deposit:</b>
<b><u>Hirer to confirm the following documents have been provided to the school:</u></b>
<b>Confirmation of relevant insurance certificate (see conditions of hire)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Safeguarding children and vulnerable adults and child protection &amp; procedures policy</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>DBS Certificates copies taken or Letter of Assurance (Schools Only) that DBS checks have been carried out on staff</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Copy of Hirer's Whistleblowing Policy supplied to the school</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Copy of Hirer's Code of Conduct Policy supplied to the school</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>First Aid Certificate or Letter of Assurance (Schools Only) that groups will be accompanied by a qualified First Aider</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Name of Designated Safeguarding lead:</b>  .....
<b>Evidence of Registers and length registers are kept:</b>  <input type="checkbox"/> I confirm that registers are kept for all groups and stored appropriately <input type="checkbox"/> I confirm that all participants will sign in on arrival to the premises.

<p><b>I confirm that a First Aider will be on site for the duration of each hire.</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p><b>I confirm that, where relevant, appropriate accreditation/training for activity is held and up to date:</b></p> <p><i>Please list and provide evidence as applicable.</i></p>
<p><b>Specific requirements of the hirer were agreed and noted by the school:</b></p>

I confirm that I have read the School Lettings Conditions of Hire ("the Conditions of Hire" that have been supplied to me.) I agree that this hiring is governed by those Conditions of Hire and I agree to observe and perform the requirements of the Hirer as set out in the Conditions of Hire and all relevant appendices.

As per the Medway Council Insurance policy: The Council shall not be responsible for any damage or injury (including death) caused to or sustained by any property/person arising out of or in connection with the letting and you will indemnify the Council against all expenses, costs, fees, damages, and losses arising out of or in connection with any claim arising from such loss, damage or injury (including death) unless such loss, damage or injury (including death) was caused by some fault or negligence on the part of the Council.

Signature of Hirer /Authorised representative of the Hirer: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR ABBEY COURT SCHOOL USE ONLY**  
**Checklist Prior to Hire**

	<b>Yes</b>	<b>No</b>
Site visit completed by Hiring Party		
Abbey Court Health and Safety Visitor Leaflet provided to Hiring Party		
Liability Insurance received from Hiring Party		
Safeguarding Children and Vulnerable Adults and Child Protection Policy and Procedures received from Hiring Party		
DBS Certificate received from Hiring Party, or DBS Assurance Letter received from Hiring School to confirm DBS processes have been followed for all staff.		
Whistleblowing Policy received from Hiring Party		
Code of Conduct Policy received from Hiring Party		
First Aid certificate received from Hiring Party, or Assurance Letter received from Hiring School that groups will be accompanied by a qualified First Aider		