



# CLYRO CHURCH IN WALES PRIMARY SCHOOL

Phone: 01497 820860

Headteacher: Ms Sarah Groves B.A (Hons) PGCE

www.clyro.powys.sch.uk

office@clyro.powys.powys.sch.uk

## Lettings Form for Hire of Clyro Church in Wales School Hall

<u>Enw cyswllt/Contact name</u>			
<u>Cyferiad/Address</u>			
<u>Rhif ffôn/Telephone no</u>			
<u>E-bost/Email</u>			
<u>Sefydliad/Organisation</u>			
<u>Dibenion llogil/Purpose of booking</u>		<i>Y nifer o bobl a ddisgwylir/Number of people expected</i>	
<u>Dyddiad pan fo angen/ Date facilities required</u>		<i>Pris/Cost</i>	
<u>Amser cychwyn/Start time</u>			
<u>Amser ymadael/Departure time</u>			

-The Governing Body agrees to let the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

- The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

- The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

I have read and understood the conditions required of me as Hirer and confirm I am over 18 years of age  
Signatures:

..... *Arwyddwyd gan y llogwr/* Signature of hirer

..... *Ar ran y corff llywodraethu/* On behalf of Governing Body

..... *Dyddiad/* Date:

### PRICES

£40 per half day (9am – 1pm) (1pm -5pm)

£7.50 per hour (6pm – 9pm) Community groups

£10.00 per hour (6pm – 9pm) Private groups

Minimum 2 hours

### TERMS AND CONDITIONS

## FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to.

The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### Priority of Use and Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Premises and Health & Safety Committee (or suitable alternative) may monitor activities from time to time. The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the school, to comply with the Disability Equality Scheme.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The Hirer shall not sub-let the premises to another person.

Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. The Hirer will include this in the ‘Letting Form’.

### Status of the Hirer & Safeguarding of Children & Young People

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

The Hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organization/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school’s pupils, all personnel involved must be checked in accordance with Powys County Council guidelines. All staff in schools are cleared at Enhanced level and therefore this should be replicated across to third party users.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time. Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

Where partnership activities take place (eg. between school, other local authority services and other 3rd parties), a responsible identified lead (if not the school) is to be established who takes full responsibility for leadership, lettings application, finance, safeguarding and all aspects of risk management between all parties.

### Policies

The Hirer will be given copies and adhere to school policies eg. Lettings, Complaints, Equality, Disability & Diversity Policies, Health & Safety, Traffic management

### Charges and Cancellations

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement. The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 7 days notice either way is given. It is the Hirer's responsibility to notify all involved in writing (where appropriate) of any changes in dates or venues at least a week in advance.

### Behaviour

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.

#### Conclusion of the Letting / Contract termination

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 cost will be charged.

#### Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Education Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### Damage, Loss or Injury

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The hirer "should adequately supervise the event, "the letting", and be responsible for any consequences arising from the event", and liability insurance is therefore recommended. A risk assessment must be conducted for each hiring/ activity.

#### First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources are not available.

#### Food, Smoking, Drink & Drugs

No food may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises is a non-smoking area, and smoking is not permitted.

#### School Equipment

The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

#### Security

Only named key holder (named person on hire agreement) may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

#### Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the car park. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

#### Leaving of Premises/ Trips/ Transportation of Young People

The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts). The Hirer is also responsible for transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult:child ratios and supervision arrangements.

Whilst transportation arrangements between establishments are the responsibility of the Hirer, the school may wish to monitor the effectiveness of arrangements. Risk assessments must also be completed by the

Hirer when taking young people off the premises and transporting them between premises. The Hirer is responsible for ensuring that young people normal means of travel are effective, after school hours, eg. valid bus passes.

#### Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

#### Checklist

In addition to the items listed above, the following may be a useful checklist, although does not necessarily cover all eventualities: -

#### Responsibility of School Lettings Manager/ Caretaker

The role will include:-

- Ensuring appropriate risk assessments are completed
- Explaining fire procedures & fire risk assessments
- Checking fixtures & fittings before and after the letting
- Complete annual checks on relevant equipment
- Policies updated & given to hirer
- Signed copies of Lettings Agreement kept on file
- A risk assessment must be conducted for each hiring/ activity

#### Responsibility of Hirer

The Hirer will:-

- Ensure Public Liability Insurance has been arranged for all activities as appropriate
- Complete risk assessments, for both lettings and activities out of the premises
- Ensure adequate supervision, ratios and up to date and adequate recruitment and vetting checks, and ensure arrangements to liaise with the school on these matters where appropriate
- Take responsibility of tidying up, reporting and paying for damages, switching off electrical items
- Make a prior judgment before the booking as to whether the facilities available at the school are suitable for disabled access
- Read policies given to hirer and follow procedures accordingly
- Ensure the insurance and quality of additional resources brought in
- Take into consideration Disability Equality
- Establish register of emergency contacts
- Notify the school of any changes in role, staffing, responsibilities, absence etc.
- Inform the school of any car parking requirements
- A risk assessment must be conducted for each hiring/ activity