

**E21C Trust Primary School**  
**Third Party (Lettings) Policy**

Document Control Table	
Document Title:	Third Party (Lettings) Policy
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Version Number:	1
Date Approved:	June 2017
Approved By:	Local Governing Body
Date of Review:	June 2020

1. The hire of any property in this Agreement of Hire is made by the Primary Schools to the Hirer and any rights granted in this Agreement of Hire are granted solely to the Hirer and may not be passed to another by the Hirer.
2. The Hirer shall not use any hired property for any purpose other than as specified in this Agreement of Hire.
3. The Primary Schools reserves the right of its duly authorised officers and servants to enter or to inspect any hired property at any time.
4. The Primary Schools reserves the right to cancel any Agreement of Hire at any time upon giving notice to the Hirer in writing in the event of the Council requiring any hired property for any civic purpose or for any other reason which is considered necessary by The Ravensbourne School.
5. Applications for hire must be made on the form provided. Bookings cancelled by the Hirer will not result in a refund unless 7 working days notice in writing is received by the Primary Schools. Should The Primary Schools before hiring commences be of the opinion that the hiring is likely to prove of an objectionable or undesirable character they shall have full power to cancel the Agreement of Hire to the Hirer and return any money paid by the Hirer and in that event the Council shall not be liable to pay any compensation to any person in respect of the cancellation.
6. The Hirer shall not cause permit or suffer any animals to be brought into or onto any property hired in the Agreement of Hire except with the specific consent in writing of the Primary Schools and subject to such conditions as may be required. Smoking is not permitted inside any property or within the grounds hired in this agreement.
7. The sale of wine spirits beer or other excisable liquors on any part of any property hired in the Agreement of Hire is not permitted except with the prior consent in writing of the Primary Schools. If such consent is granted the Hirer will be responsible for complying with all requirements of any licensing law. Alcoholic beverages may not be brought on to any part of any property hired in this Agreement of Hire except with the consent of the Primary Schools.
8. No alterations or additions may be made to the lighting or power arrangements for the time being existing in or on any property hired in this Agreement of Hire unless the Hirer has first obtained the written consent of the Primary Schools in this respect. It will be a condition of any such consent that the proposed alterations or additions be carried out at the expense of the Hirer by an electrical contractor

approved in writing by the Primary Schools and the Primary Schools reserve the right to make an additional charge to the Hirer where excessive electricity is consumed. Fires or appliances with naked flames are not permitted in or on any property hired in this Agreement of Hire except with the prior consent in writing of the Primary Schools and the Hirer shall be responsible for the supervision of such fires or appliances with naked flames. The Hirer shall be responsible for the extinguishing of any such fires or appliances with naked flames on leaving those properties.

9. No sign, poster or any other display relating to any proposed use of any property hired in this Agreement of Hire may be fixed to any of the Primary Schools property and any such action will result in the cancellation of any Agreement of Hire between the Hirer and the Primary Schools.

10. No access way to any property hired in this Agreement of Hire shall be locked at any time so that any member of the public is in or on that property and the Hirer shall arrange such stewardship as may be necessary to ensure the observance of this and any other user conditions imposed in this Agreement of Hire.

11. The Primary Schools do not accept responsibility for any clothing articles or any other property left by any member of the public on any property hired in this Agreement of Hire. No auctions or any commercial transactions shall be permitted in or on any property hired in this Agreement of Hire except with the prior consent in writing of the Primary Schools. Where such consent is given the Hirer shall submit 7 days before the planned date a plan showing the positions of stalls, gangways, structures, exhibits and any other equipment to be used and shall provide any other information and details as the Primary Schools may require.

12. The number of persons using any property hired in this Agreement of Hire shall not exceed the number authorised.

13. No nails, tacks, screws, bolts, adhesive, tapes, glues or any other means of attachment shall be used in or on any of the walls floors, doors, ceilings, window frames or fittings in or on any property hired in this Agreement of Hire or any part of any such properties. The Hirer shall not for the purpose of dancing or any other purpose, treat or apply any substance whatsoever to the floor or any part of the floor of any property hired in this Agreement of Hire or any thereof.

14. Any property hired in this Agreement of Hire is not licensed under the Cinematographic Acts 1909 and 1952 and accordingly may not be used for exhibitions or performance of "inflammable" films. Cinematograph exhibitions or slow burning or "non flam" films are permitted on conditions imposing reasonable measures to ensure public safety details of which are communicated to Hirers in appropriate cases and a written undertaking to comply with the conditions notified as required.

15. The Hirer shall be liable and must make arrangements for the payment of any tax or royalties chargeable in respect of the purposes for which any property hired in this Agreement of Hire is used by the Hirer. The Hirer shall also strictly observe all relevant provisions of the Public Health and Children and Young Persons Acts with regard to exhibitions and entertainments.

16. The Primary Schools' copyright music licence covers all public performances of copyright music (by whomsoever promoted) within the repertoire of the Performing Rights Society, other than those of the nature exempted by Section 41(3) and (4) of the Copyright Act 1956, at Schools and Colleges owned or controlled by the Education Authority and Voluntary Schools under their jurisdiction. The Ravensbourne School's licence does not apply to the performance of dramatic work or dramatico-musical works if performed in their entirety. For the performance of such works the persons responsible must themselves obtain the permission of the owners of the copyright.

17. Where car parking is permitted on any part of any property hired in this Agreement of Hire any vehicles must be parked as instructed and the Hirer must ensure that adequate stewarding is provided.

18. The Hirer shall be liable for any loss or damage which occurs to any property hired in this Agreement of Hire during the period of this hiring or arising out of the hiring and the Hirer undertakes to pay upon demand to the Primary Schools the costs of making good any aforementioned loss or damage.

19. The Hirer will indemnify the Primary Schools in respect of any loss liability, claim or proceedings whatsoever arising under Statute or Common Law for death or personal injury to any person

whomsoever or damage to property arising out of or in the course of by reason of this hiring except where such liability loss or damage results from the negligence of the Primary Schools its servants or agents.

20. The Hirer must have adequate insurance cover and show original documents to the Primary Schools at the time of booking. Failure to provide adequate insurance will mean the letting may be refused.

21. Educational premises will not normally be available for hire on Bank and Public Holidays. Use of educational premises in the summer holidays shall be restricted to periods which allow the proper maintenance of the premises and personal holiday commitment. In other holiday times, subject to there being no hindrance to the maintenance of the premises, lettings will usually be accepted as in term time.

22. Use of the premises will not be granted on a Sunday except

- (a) Use of pitches, sports facilities
- (b) PTA activities for the benefit of the school
- (c) School/College/Education Department events
- (d) Concerts

23. All hiring's are subject to the hirer occupying and vacating the premises at the stated times. In the event of the hirer not arriving within half an hour of the commencing time, the premises may be secured and the letting cancelled. In this event no money will be refunded. In the case of Youth and Junior organisations, a responsible adult must be in charge for the period of the hire. If the hiring finishes earlier than the time stated a responsible person must remain on the premises until the caretaker arrives.

24. If the premises hired are left in a state which requires additional cleaning above that normally allowed, an additional charge may be made.

25. Educational premises are not licensed for public entertainment and the collection of money for admission cannot be permitted. An Occasional License must be applied for from the Environmental Health Department.

26. Hirers should state the number of chairs and tables required. No guarantee is given of the number of chairs and tables available. No arrangement will be made for transfers from one school/college to another.

27. If use of a piano is required, this fact must be stated on the application form, and will incur an additional cost. Pianos are not to be moved.

28. No desks or furniture in any room shall be disturbed or moved nor shall any furniture or apparatus be introduced without permission from the School Business Manager.

29. No furniture, instrument or equipment belonging to any Hirer may be left or stored on the premises without the written approval of the School Business Manager.

30. No article (such as pianos, tables, flowers etc) may be delivered at the premises unless arrangements are made with the School Business Manager.

31. Special subjects and teachers' rooms (including staff rooms are not normally available for hire.

32. The use of kitchen or servery areas will only be granted in special cases. If permission is granted the following conditions will apply:

- (a) No unauthorised person may use the dishwashing machines, slicing machines, steriliser sinks or cooking equipment.
- (b) Cooking food is not allowed, unless a member of the School Meals staff is in attendance
- (c) Prior permission must be obtained for the use of the refrigerator or freezer
- (d) Under no circumstances may the dining hall furniture be taken out of doors. Pins, nails etc must not be struck into furniture or damage caused to it.

- (e) Smoking is not allowed in the kitchen.
- (f) The general public are not allowed in the kitchen and may not use the kitchen staff toilets. Toilet facilities are available elsewhere in the school.
- (g) Floors and work surfaces must be washed and left as found.
- (h) Rubbish must be taken out of the kitchen and placed in the paladins located outside the kitchen. A fee will be charged for cleaning the kitchen if it is not left in a clean condition.
- (i) The organiser of the function will be held responsible for any breakages, loss of canteen equipment or stock and to ensure that these rules and regulations are adhered to. Any breakages or faults in the equipment which occur or are revealed during the course of the hiring must be reported immediately to The Ravensbourne School.

Please contact the School Business Manager at the school if you have any queries or problems. They will normally be on duty between 08:00 and 16.00.

We do ask you to bring in your own dishcloths, tea towels and cleaning materials. In the interest of hygiene we wash and sterilise our laundry daily.

We also suggest that you bring in a small amount of first aid equipment and check where the fire equipment is located in the kitchen so that you are prepared for any accidents.

Should you require the help of a qualified canteen assistant (necessary if food is to be cooked) to operate our equipment this can be arranged at a fixed charge per hour.

I agree to abide by the above Terms and Conditions

Signed -----on behalf of -----Name of Club/Company

Name -----Date-----

Signed -----on behalf of the Primary Schools

Name -----Date-----