



## Terms and Conditions for School Lettings 24-25



All groups/organisations that use facilities at the HANLEY & UPTON EDUCATIONAL TRUST are required to read these terms and conditions and agree to abide by them by signing the Lettings Form. This will be signed by the nominated person from each group/ organisation.

### **Purpose of use**

1. The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the school. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the letting.

### **Health and Safety**

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
5. The individual school fire, emergency and evacuation procedures can be forwarded to the Hirer if required and it the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
6. The Hirer will immediately inform the school via HUET Estates & Facilities Manager of any emergency, accident or serious incident that occurs on the school's premises. This should be done in person and may require the applicant telephoning. The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises. Emergency contact numbers will be given to the Hirer on request prior to the letting taking place.
7. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA Checks.

### **Safeguarding (if the letting involves working with children under 18)**

The HANLEY & UPTON EDUCATIONAL TRUST is committed to safeguarding and promoting the welfare of the children and young people and expects all hirers of the school premises to share this commitment. All hirers working with children (anyone under 18) are required to have a DBS enhanced clearance at an appropriate level (as defined by the Criminal Records Bureau) for those individual working in school premises on behalf of the hirer.

It is now a condition of letting that any organisation using the school premises undertakes to ensure suitable arrangements are in place and maintained with regard to safeguarding children and child protection.

Keeping Children Safe in Education outlines that the organisation or group must abide by the following terms:

- The hirer must appoint a designated safeguarding lead who has undertaken safeguarding and child protection training if the letting involves children under 18.
- The hirer must regularly review the suitability of staff and volunteers to work with children and vulnerable adults.
- The hirer must commit to inform the DSL of the school as soon as possible (certainly within 24 hours) if concerns are raised about any adults working with children or vulnerable adults even if they are considered to be very low level. This is the case even if the child is not a member of that school community.

Hanley Castle High School- [andersonkirbys@hanleycastlehs.org.uk](mailto:andersonkirbys@hanleycastlehs.org.uk)

Kempsey Primary School- [bbaynes@kempseyyps.org.uk](mailto:bbaynes@kempseyyps.org.uk)

Hanley Swan Primary School- [head@hanleyswanps.org.uk](mailto:head@hanleyswanps.org.uk)

Welland Primary School- [head@wellandps.org.uk](mailto:head@wellandps.org.uk)

- The hirer must understand that the school will then follow its own safeguarding policy and may conclude that the LADO is informed of the concern. The organisation must also contact the LADO should it be deemed necessary.
- The hirer must commit to making all their staff and volunteers aware of how to raise a concern about an adult.
- The hirer must have due regard for the DfE's non-statutory guidance 'Keeping children safe in out of school settings' (April 2022).
- The HUET is required to seek assurances that the hirer has appropriate safeguarding and child protection policies and procedures in place.

The school reserves the right to terminate the contract if the organisation fails to have these arrangements in place and fails to provide, in the view of the HUET board of trustees, adequate assurances and evidence that satisfactory procedures are in place.

The termination of the letting can take immediate effect without financial liability failing to the school.

### **Payment of Hire Charges and Deposit**

8. Hire charges shall be invoiced at the end of each month and payable within 30 days. Payment details are outlined on the invoice.
9. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

### **Responsibility of the Hirer for Good Order and Safety**

10. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately via email to [office@hanleycastlehs.org.uk](mailto:office@hanleycastlehs.org.uk). The Hirer shall repay to the school on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises which shall be damaged, destroyed, stolen, or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified lettings charges.
11. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
12. The Hirer must obtain express permission from the school to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away.

13. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
14. The Hirer shall comply with any reasonable instructions given by the Facilities manager or other member of the School Staff.
15. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.
16. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
17. Where the premise does not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.
18. Smoking is not allowed on the school premises at any time.
19. No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises without the permission of the school.

#### **Indemnity & Insurance**

20. HANLEY & UPTON EDUCATIONAL TRUST disclaims liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).
21. The Hirer agrees to indemnify HANLEY & UPTON EDUCATIOAL TRUST, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty. The indemnity must be covered by public liability including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.

#### **Advertising**

22. No advertising shall be permitted except without the prior written consent of the school.

#### **Cancellation**

23. The school reserve the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the school will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.
24. If the Hirer cancels their booking within 5 or more working days before the date of the booking, the full fee and deposit will be refunded to the Hirer. If less than 5 working days' notice is given, then 50% of the total letting fee will charged. If less than 2 working days' notice is given by the Hirer, then the hirer will be invoiced the full letting fee.
25. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.