



The Abbey CE VA Primary School

Together we learn, we care, we achieve –
for ourselves, for each other, and for the community in which we live.

Lettings and Hiring Terms and Conditions

Date of Review: Nov 2024
Next Review: Nov 2027

Lettings Terms and Conditions

These Terms and Conditions apply to the private hire of The Abbey CE VA Primary School (“the School”), including the school buildings, grounds and car park.

The “Hirer” is the named individual on the Hire Agreement Form and is responsible for ensuring compliance with these Terms and Conditions, including payment of all charges associated with the hire.

The Governing Board are the owners of the school premises and grounds. The Headteacher, School Business Manager and Site Manager act on behalf of the Governing Board.

1. Applications and Approval

1.1 All applications for the hire of the School must be made in writing using the School’s Hire Agreement Form.

1.2 Applications should normally be submitted at least 7 days before the proposed hire date.

1.3 No booking shall be regarded as confirmed until the Hire Agreement Form has been signed by the Headteacher or authorised representative of the School.

1.4 The School reserves the right to refuse any application without giving a reason.

1.5 The School may place any new or high-risk lettings on an initial trial period of up to three months.

2. Use of the Premises

2.1 Hirers may only use the areas, facilities and equipment specifically agreed on the Hire Agreement Form.

2.2 The Hirer must confine activities to the accommodation hired and any agreed access routes.

2.3 Hirers must not use any equipment, rooms or areas not included in the booking unless agreed in writing by the School.

2.4 School documents, displays, teaching materials and equipment must not be interfered with.

2.5 The School premises are primarily intended for educational use and must be treated with care and respect at all times.

2.6 The School reserves the right for authorised representatives, including the Headteacher, Site Manager or police officers, to enter and remain on the premises during any hire period.

2.7 The Hirer must not sub-let or transfer the booking to another individual or organisation.

2.8 The purpose of the hire, hours of use and maximum number of participants must be those stated on the Hire Agreement Form.

3. Charges, Deposits and Payments

3.1 Hire charges will be determined by the School and may include costs associated with:

- heating and lighting
- cleaning
- administration
- wear and tear
- Site Manager attendance
- furniture set-up and clearance

3.2 A deposit may be required to secure the booking.

3.3 For one-off lettings, full payment must be received at least one month before the event unless otherwise agreed.

3.4 Regular hirers will normally be invoiced in advance.

3.5 VAT will be charged where applicable in accordance with HMRC regulations.

3.6 Charges will be reviewed annually. The School will provide regular hirers with a minimum of 28 days' written notice of any increase in charges.

3.7 The School reserves the right to charge for:

- additional cleaning
- rubbish removal
- damage to property or equipment
- alarm call-outs caused by negligence
- lost or damaged keys
- failure to secure the premises correctly

4. Cancellation and Termination

4.1 Hirers cancelling a booking within 48 hours of the event may be charged 50% of the hire fee.

4.2 Regular hirers must provide 28 days' written notice to terminate a hiring agreement.

4.3 The School reserves the right to cancel or terminate a letting at any time where:

- the premises are unavailable or unsafe
- emergency circumstances arise
- the event is deemed unsuitable
- the Hirer breaches these Terms and Conditions
- the event is not conducted appropriately

4.4 Where the School cancels a booking for reasons other than breach of conditions by the Hirer, fees paid will normally be refunded.

4.5 The School reserves the right to terminate any agreement immediately in the event of serious misconduct, safeguarding concerns or breach of agreement.

5. Insurance and Liability

5.1 The Hirer must hold Public Liability Insurance with a minimum indemnity limit of £5 million and provide evidence of cover before the hire takes place.

5.2 Where appropriate and agreed by the School, occasional hirers may be covered under the School's own insurance arrangements.

5.3 The School and Governing Board accept no responsibility for:

- loss or damage to personal property
- injury sustained during the hire period
- property left on site
- interruption caused by utility failure, weather, government restrictions or circumstances beyond the School's control

5.4 The Hirer is responsible for any damage caused to the premises, grounds, equipment or furnishings during the hire period.

5.5 The Hirer must report any damage or defects to the School as soon as possible and within 24 hours.

5.6 The Hirer must not attempt repairs independently unless authorised by the School.

6. Safeguarding and Staffing

6.1 Hirers working with children or vulnerable adults must comply with current safeguarding legislation and guidance, including Keeping Children Safe in Education.

6.2 Hirers must provide:

- a current safeguarding/child protection policy
- confirmation that adults working with children have appropriate DBS clearance

- evidence of any required staff qualifications

6.3 Where activities involve children, the Hirer must ensure appropriate staffing ratios and supervision at all times.

6.4 The Hirer must act in a manner consistent with protecting the reputation, ethos and values of the School.

6.5 Any safeguarding concerns arising during the hire must be reported immediately to the School's Designated Safeguarding Lead or Headteacher.

6.6 Hirers must ensure a suitably qualified first aider is present during all activities.

7. Health and Safety

7.1 Hirers must comply with all relevant health and safety legislation and follow instructions given by School staff.

7.2 Where requested, the Hirer must complete and provide a written risk assessment prior to the event.

7.3 The risk assessment must include the maximum number of people expected on site.

7.4 The Hirer may be required to attend a site induction or health and safety walk with the Site Manager.

7.5 The fire exits must remain clear and unobstructed at all times.

7.6 The Hirer is responsible for ensuring all participants are aware of evacuation procedures and fire exits.

7.7 No exits, corridors or fire equipment may be blocked, removed or tampered with.

7.8 In the event of an emergency, the Hirer must contact the emergency services by dialling 999.

7.9 The School's telephones are not available for general Hirer use. Hirers should ensure a mobile phone is available in case of emergency.

7.10 All electrical equipment brought onto the premises must be safe, suitable for purpose and in good working order.

7.11 Any accident or damage caused by defective equipment brought onto site shall be the responsibility of the Hirer.

8. Smoking, Alcohol and Licences

8.1 Smoking and vaping are not permitted anywhere on the School site, including the grounds and car park.

8.2 Alcohol may only be consumed where prior written permission has been granted by the School and all necessary licences have been obtained.

8.3 The Hirer is responsible for obtaining and paying for any licences required for:

- alcohol sales
- music
- performances
- films
- gaming or lotteries

8.4 The Hirer must comply with all copyright, licensing and legal requirements associated with the event.

9. Car Parking and Neighbours

9.1 Use of the School car park is permitted only where agreed in advance.

9.2 Vehicles must park only within marked bays and must not block emergency access routes.

9.3 Parking on the school field is strictly prohibited.

9.4 Vehicles are parked entirely at the owner's risk.

9.5 The maximum number of parking spaces available is 17.

9.6 The School is located in a residential area and Hirers must show consideration to neighbours at all times, particularly regarding noise and parking.

10. Kitchen and Equipment

10.1 Use of the School kitchen is not permitted unless specifically agreed in writing.

10.2 Any School equipment used must be returned in good condition and left as found.

10.3 Furniture may only be moved where necessary and must be returned to its original position unless otherwise directed.

10.4 No nails, screws, pins, adhesives or fixtures may be attached to the fabric or furnishings of the building.

10.5 No structural alterations may be made to the premises.

10.6 Playground equipment and fixed outdoor play apparatus must not be used unless specifically authorised.

11. Security and Locking Up

11.1 Where keys are issued to the Hirer, the Hirer becomes responsible for securing the premises.

11.2 The Hirer must:

- close all windows and internal doors
- lock all external doors and gates
- set the alarm correctly
- ensure the premises are secure before leaving

11.3 Keys must be returned as directed by the School.

11.4 Lost or damaged keys may incur a replacement charge.

11.5 Hirers may be charged for alarm call-outs caused by negligence or incorrect use.

12. Cleaning and Leaving the Premises

12.1 The Hirer must leave the premises clean, tidy and in good order.

12.2 All rubbish, bottles and materials brought onto the site must be removed by the Hirer.

12.3 School bins must not be used unless prior permission has been granted.

12.4 Spillages must be cleaned immediately and toilets checked before departure.

12.5 Additional cleaning or waste removal costs may be charged to the Hirer.

12.6 Property left behind after the hire may be removed or disposed of by the School.

13. Complaints and Disputes

13.1 Any complaints arising from the hire should be communicated to the School as soon as possible.

13.2 Both parties will seek to resolve concerns informally wherever possible.

13.3 The School reserves the right to use its formal procedures where complaints or concerns are serious in nature.

14. General

14.1 The School must approve in advance any use of the School's name, logo or images in advertising or promotional materials.

14.2 These Terms and Conditions may be amended by the Governing Board from time to time.

14.3 Regular hirers must complete a new Hire Agreement Form annually.

15. Emergency Contact

For emergencies relating to the premises during the hire period, Hirers should contact the designated Site Manager or emergency contact provided by the School.

Day-to-day enquiries should be directed to the School Office.

Declaration

By signing the Hire Agreement Form, the Hirer confirms that they have read, understood and agree to comply with these Terms and Conditions.