The Blue Tangerine Federation

SPECIAL EDUCATIONAL NEEDS SCHOOLS

**POLICIES, GUIDANCE AND PROCEDURES** 



# The Collett School Lettings Policy

Date Implemented: September 2019 Date Reviewed: August 2023 Review Period: Annually Staff Responsibility: Stephen Hoult-Allen

Date for Next Review: August 2024

#### Changes since last version:

Page	Section	Details of change
4	5. Hiring Space	5.1 – the word 'new' from new all weather pitch has been removed
8	8. Rates	8.7 – Appendix E wording added
10	10. Security	10.1 Finals sentence added
23	Appendix F	New letter added for issuing keys and forms to long term lettings

#### 1. Rationale

1.1 Whilst the primary purpose of the school site is to facilitate the education of pupils attending The Collett School, The Collett is a special school and as such we feel our position should be at the heart of our local community.

Opening our school as a venue to support community groups, provide additional services and spaces within the local community is one of the ways we can work with the community around our school. Hiring the spaces within the school also generates money to support the educational activities of the school, allowing the school to provide enrichment opportunities for our pupils.

#### 1.2 Our aim is to:

- To support the local community through the provision of spaces within which community groups can be run;
- To support disadvantaged groups to access services, groups and venues;
- To generate income to support the development of the school and benefit the education of the pupils at The Collett school.

#### 2. Purpose

The purpose of the policy is:

- To define a clear, manageable and efficient system for hiring;
- To ensure that hiring fits with the activities and needs of the school, with no adverse impact on teaching and learning;
- To provide a framework for supporting our mission, which is to 'Promote the Abilities in Disability within our immediate, local and wider communities in order that our vision is realised that our pupils will thrive in life!

#### 3. Scope of Application

- 3.1 Public lettings during the school day are **not** considered appropriate and will **not** be authorised with the exception of directed lettings, such as use of the school for polling.
- 3.2 This policy applies to requests for use of school premises on weekdays after school, at weekends and during the school holidays. The school's normal activities and operation will always take precedence over lettings.
- 3.3 All requests for hire of school premises shall be considered and it is the Governors' policy that, subject to the provisions of this policy statement, whenever it is reasonable and practical, use of the School's physical resources outside normal school hours by members of the local community or other third party groups shall be permitted.
- 3.4 In these conditions: 'School' means the School identified at the head of this document. 'County Council' means Hertfordshire County Council.
- 3.5 The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

3.6 The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

#### 4. Priorities

- 4.1 School activities and functions have priority. Regular hirers will be given advanced notice of cancellations by the publication of the school calendar at the beginning of the academic year.
- 4.2 The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular, the Hirer acknowledges that it will not have exclusive use of the site.
- 4.3 No school games equipment may be used without permission.
- 4.4 The School is strictly a nut-free zone and nuts must not be brought onto the premises to protect our children and adults with severe nut allergies.

#### 5. Hiring Space within the School

There are multiple spaces within the school. These can be hired individually for one off hires, or booked for longer term regular hires. The specifications of the spaces we have on offer are listed below:

#### 5.1 Grass sports pitches and All Weather Court:

Our all-weather court and grass pitches are available to hire throughout the year (weather and light permitting). It the perfect venue to hire for local clubs looking for football, rugby, or hard court multi-use games like netball, basketball, tennis in the local area. We are unable to host league matches or private parties.

No additional marks shall be made to the sports pitch, Astroturf area or hard court areas by the hirer. The school expects that these facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.

The grass sports pitches, Astroturf area and Playground areas will be hired, together with access to toilets at the School. The Hirer shall not have any automatic access to any other parts of the School.

The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.

#### 5.2 Main Hall

This is a large open space situated in the Main Building with audio visual resources and a stage. The smart, spacious Hall can comfortably hold up to 160 people and offers a unique space, ideal for large meetings, conferences, lecture room, shows, weddings, parties, Christmas Fairs or sports clubs.

#### 5.3 Classrooms

We have 12 classrooms which can be hired as individual rooms or as combinations. Each classroom is equipped with LED interactive screens (sizes can be matched to the group hiring).

#### 5.4 Therapy/Sensory Rooms

An area with specialist equipment to meet the needs of young people with identified sensory impairment and occupational therapy needs. It has a variety of sensory equipment and it's a calm, relaxing space pupils can access if they need some down time or would like to explore their senses! This is a specialist resource and will only be hired to individuals/groups with experience to use this specialist resource.

#### 5.5 Cookery Room

People love Food! Cooking classes are a great bonding exercise and team building activity. We have a fully equipped cookery room suitable for cookery classes either for corporate team building activities or for fun.

#### 5.6 Playing Fields

Our unmarked playing field is available to hire throughout the year (weather permitting). Its flexible nature and large open space makes it the perfect venue to hire for local clubs looking for football, rugby, cricket or athletics training in the local area. We are unable to host league matches or private parties.

#### 5.7 Woodland/Nature Area

A large area of woodland designated or nature exploration and outside classroom activities. This makes it an ideal space for Forest School activities.

#### 6. Hiring Conditions

#### 6.1 THE SCHOOL IS STRICTLY A NUT FREE ZONE.

## 6.2 The Hirer may not assign or sub-let the hire of the School. The Head of Operations has responsibility to ensure that school lettings are effectively managed in all respects.

- All hirers must complete a booking form confirming their exact requirements.
- A termly calendar of regular and one off bookings will be on the school website.
- Any unforeseen cancellations by the school will be given to the hirer in good time, where possible a minimum of two weeks, and an alternative venue within the school will be found where possible.
- In the rare circumstances that the school needs to cancel a let, the hirer will be notified as soon as is possible.
- 6.3 The Governors may refuse an application to hire the premises if:
  - The premises are required by the School;
  - There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer;
  - For any other reason the Governors deem it necessary or expedient to refuse the application;
  - No compensation shall be payable by the Governors by reason of such a decision.
- 6.4 The School/Head of Operations reserve the right to cancel any hiring without notice if:
  - (i) The accommodation will, due to circumstances outside their control, be unavailable for the hire period; or
  - (ii) The Hirer has failed to disclose material information concerning the proposed hiring; or
  - (iii) There are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.
- 6.5 In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer.

- 6.6 In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the Executive Head/Head of Operations.
  - Apart from exceptional circumstances, the Governors via the Head of Operations will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.
  - The Hirer must give at least four weeks' notice of cancellation to the Head of Operations/Bursar, acting for the Governors. If any shorter period of notice is given, the Governors reserve the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge.

## 6.7 It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

- 6.8 The Hirer shall indemnify the establishment and Hertfordshire County Council against all claims for damages, compensation and/or costs in respect of:
  - (i) bodily injury or illness to Third Parties, and/or
  - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
- 6.9 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate.
- 6.10 The Executive Head/Head of Operations reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
- 6.11 If the representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the hire charge.
- 6.12 It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright and ensuring the appropriate licences.
- 6.13 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.
- 6.14 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice (see 6.13 above).
- 6.15 The School is committed to ensuring Equality and Diversity. Accepting this booking means that you will agree to these terms and conditions and be responsible for ensuring that everyone using these premises at your event is aware of this responsibility. This includes all key protected equality strands.

#### 7. Use of Space Guidelines

7.1 The caretaker/representative is instructed by the Executive Head/Head of Operations to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker or representative on duty must therefore be followed.

- 7.2 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. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- 7.3 No use may be made of apparatus such as stage fittings, pianos etc., without specific permission. Stage facilities, the public address system, lighting and projection equipment may be available for hire providing the school is satisfied that the hirer has the necessary competence and experience.
- 7.4 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
- 7.5 The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited.
- 7.6 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.
- 7.7 Only authorised persons shall use steps or ladders.
- 7.8 No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
- 7.9 The School's furniture (other than chairs and tables in the hired accommodation) and equipment shall not be moved except by prior arrangements.
- 7.10 Official exit ways **must** be kept clear at all times.
- 7.11 Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Executive Head/Head of Operations. Consent may be subject to conditions, which the Hirer will be required to observe.
- 7.12 The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. Litter must be removed from the facility at the end of the hire session.
- 7.13 Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.
- 7.14 The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors.
- 7.15 In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises.
- 7.16 If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Notice is obtained from the local Licensing Authority. The Hirer agrees to comply

with all conditions and limitations attached to the Temporary Events Notice he obtains. The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

- 7.17 The Governing Body and its agents reserve the right of access to the premises during the letting.
- 7.18 The Executive Head or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:
  - Causing intentional damage to the school, its equipment or any personal belongings of other users;
  - Violent, threatening or abusive behaviour to a member of staff or other users;
  - Theft of any property belonging to the School or other users' disruptive behaviour which is interfering with the activities of others behaviour which puts at risk the health, safety or well-being of others;
  - Non-compliance with or breach of licensing laws;
  - Behaviour which is deemed to be offensive and/or results in complaints from users;
  - Refusal to follow reasonable directions from the caretaker or other members of the School's staff;
  - Non-payment of School invoices;
  - Any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.
- 7.19 Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the Governing Body of the School whose decision will be final.

#### 8. Rates

- 8.1 The School has discretion in the rate it charges to all Hirers.
  - The Executive Head and/or Governing Body can authorise concessionary rates to appropriate groups.
  - School based activities (e.g. lunchtime and after school clubs) are not charged for the use of school facilities.
  - Non-school fundraising and charitable activities will pay at a rate to cover the School's costs.
- 8.2 The Head of Operations is authorised by the Governing Body/Executive Head to approve lets and to set letting rates.
- 8.3 The School caretaker has first option to supervise a particular let. They will be paid at approved lettings rate.
- 8.4 The general rates of hire are increased in line with inflation each year. The new rates will be issued in July of each year and take effect from 1st September.
- 8.5 The School may request a fully returnable damage deposit. The amount charged will depend on the location and the type of activity involved.
- 8.6 Regular lettings will be invoiced **in advance** on a monthly basis. Invoices will be sent out by the Bursar as agreed individually with the long term hirers. All one off lettings must be invoiced and fully paid for, 48 hours prior to the commencement of the letting.
- 8.7 The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached **Schedule.** See appendix F.

- (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring the School may apply a cancellation fee payable as set out in the attached schedule and any refund of monies already paid will be at the discretion of the Executive Head/Head of Operations.
- (ii) All hire charges **must** be paid in advance. Weekly hire charges shall be paid directly into The Collett School's nominated bank account in advance. For one-off bookings payment and the Booking Application Form must be received at least 48 hours before the date of the booking.
- (iii) The School reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Governors and their decision will be final.

#### 9. Damage to premises and equipment & insurance

- 9.1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School, except when loss or damage to the premises or contents are as a result of the negligence of the School.
- 9.2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of £10 million for commercial hiring's except where otherwise agreed.
- 9.3 £5 million for non-commercial hiring's.
- 9.4 Hirers must produce evidence that the required insurance cover is in place at least 7 working days before the event.
- 9.5 School hirers public liability insurance (applies to schools that are insured via the County Council and have opted to take this cover). This is available for a small additional charge that can be confirmed at the time of booking. It is only suitable for one off personal hires.
- 9.6 The cover available is for a limit of indemnity of £5 million any one occurrence and the hirer will be responsible for the policy excess of £500 each and every claim.
- 9.7 The insurance does not cover any claim for personal injury or damage arising from the use of the school:
  - for meetings organised by political parties
  - for commercial or business use
- 9.8 Any accident or incident that may give rise to a claim under this insurance should be reported to the school office as soon as possible and no later than 48 hours after the hirer becomes aware. The school will then notify the council's insurance section.

#### 10. Security

- 10.1 For any letting it is essential that either the Caretaker be in attendance to unlock and lock up or that the keys to the premises be in the hands of a person approved by the Executive Head and/or the Head of Operations, such person to be responsible for the restoration of the facilities used and for locking up securely. The nominate person(s) will be asked to sign and accept responsibility for the secure closure of the school (see appendix G).
- 10.2 Additional key holders must be added to the log maintained by the Caretaker/Office.
- 10.3 Bookings which will not be Site Manager-supervised shall be notified to the Governing Body.
- 10.4 Casual lettings requiring the Caretaker's attendance will be subject to his availability.

#### 11. Safeguarding

- 11.1 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.
- 11.2 Furniture and apparatus required may be brought on to the premises at the Hirer's own risk.
- 11.3 Hirers shall not bring on to the premises, without the prior consent of the Executive Head/Head of Operations, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.
- 11.4 Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.
- 11.5 In the event of the fire alarm sounding, the Hirer is responsible for evacuating all participants and if applicable, spectators, from the premises as quickly as possible; participants should be informed where the fire exits are located and where to muster. Hirers may consider it advisable to have a signing in book or register for this purpose.
- 11.6 The School is a designated no smoking area; smoking is not allowed on any part of the school site including the grounds.
- 11.7 The School is a nut free zone, no products containing nuts can be brought on to the site.
- 11.8 Lettings will not be made to persons under the age of 18, or to any organisation, group or individual which, in the reasonable opinion of the Executive Head/Head of Operations, it would not be appropriate for the School to contract with. This would include, but is not limited to, organisations, groups or individuals which have extreme ideologies, viewpoints or links or have an unlawful or extremist background.
- 11.9 The Hirer will be required to provide evidence on request that DBS checks have been carried out on staff/volunteers using the site or to explain why DBS checks are not necessary in the circumstances.

- 11.10 They will also be expected to show, on request, that they have robust safeguarding arrangements in place, including appropriate policies and procedures relating to safeguarding and child protection. If the Hirer has persons under 18 years of age participating in activities during the letting, the Hirer must inform the school of the name and contact details of their "designated person" for referring child protection and safeguarding concerns.
- 11.11 The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved. The maximum number permitted in the hall under the premises licence is:
  - 160 seated in rows if there is no stage
  - 85 seated at tables
  - 32 when being used as a general sports hall, reducing to 15/20 when large equipment is used



#### Lettings Process for New Bookings

(All activities undertaken by the School Office)

Booking enquiry received → Provisional details taken and rates agreed → Discuss any problems/issues with Head of Operations → Hirer contacted with application form, conditions of hire, Health and Safety policy and insurance details. ↓ Form returned with a deposit if one is requested. ↓ Insurance details checked. ↓ Booking recorded in diary ↓ Invoice issued for payment ↓ Payment received Event takes place ↓ Review condition of Premises after let **Appendix A** 

## The Collett School Application for the Hire of School Facilities



Name and address of applicant (must include postcode)

Post code:	
Telephone no:	
Mobile no:	
Email address:	
Name of organisation and position within it (if applicable):	

Name and address of person who will receive the invoice (if different from above):\_\_\_\_\_\_

**Purpose of Hire** 

Are all the participants (apart from leaders / organisers) - Please tick any that apply.

Under 18? 🗆

Over 60? 🗆

Mixture? 🗆

Members of a registered youth group?□

People with disabilities and their helpers?  $\Box$ 

Date(s) required (if a series of lettings, please list all dates required.)

#### Finishing time: \_\_\_\_\_

(If appropriate, please allow time for preparing and clearing up).

#### Facilities required:

Nature/Woodland Area	
Grass Sports/All Weather Courts	
Main Hall	
Classroom(s)	(please state number required:
Therapy/Sensory Rooms	
Ball Pit	
Cookery Room	
Playing Field	
Kitchen	
Other (please specify):	
Equipment required:	
Soundsystem(Hall)	
Stage lights (Hall)	
Projector (Hall)	
Other equipment (please specify): _	

#### Additional requirements (please discuss these with the Office)

I confirm that any electrical	equipment I am	n providing and	using is listed	d below an	d has been PA	T tested in the
last 12 months.			-			

Yes 🗌 No

The School takes reasonable steps to risk assess its equipment and rooms that are hired in line with activities appropriate to a secondary school and secondary school aged students. It is your responsibility to risk assess the activities that you choose to run on the equipment we might supply and the rooms we might provide.

#### PAT Testing

Any electrical equipment brought onto the site will need to have been PAT tested within the last year. This includes CD players, kettles etc.

#### **First Aid**

There is a defibrillator stored on the wall behind the reception area and outsides the staffroom. However, we cannot guarantee to have a qualified first aider on site during your booking.

#### Sale of Alcohol

The School's premises licence does not include the sale of alcohol. If you wish to sell alcohol at your event, please speak to the Bursar about the steps you need to take. In any event, we are unable to allow alcohol to be sold on the premises on more than twelve occasions during one year.

#### Appendix B

#### Declaration

I understand that, if I am letting on behalf of an individual or non-commercial organisation, this letting will be covered by the Schools Public Liability insurance, brief details of which have been supplied to me.

If I am representing a commercial organisation, I will supply Public Liability insurance with a minimum cover of £5,000,000 with this application.

- 1) I have read and accept the regulations relating to hire, and agree to abide by the general conditions and any special conditions communicated to me.
- 2) I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 3) I agree to the payment conditions.
- 4) I am over 18.

Cianad.

Signed		
Print Name:	Date:	

#### Disclosure & Barring Service (formerly CRB) check

Please sign and return our DBS declaration in respect of any adults who will be working with under eighteens attending your hiring.

#### **Sports Certificates**

Please supply current sports coaching qualifications in respect of any leaders who will be training others in any physical activity.

Risk Assessment for School Use:	
Approved by Site Manager:	Date:
Approved by Head of Operations:	Date:
Your hiring is: Approved / Not Approved	
The charges, payable in advance will be:	

Please be aware of the following:



#### The Collett School

Disclosure &	& Barring	Service (	formerly	CRB) c	hecks:	Hirer's	declaration
			· • · · · · • · · · · · · · · · · · · ·				

I..... (full name) of.....

(full address including post code)

confirm that I have seen recent, negative (clear) Enhanced DBS certificates in respect of all of the adults who will be involved in the activities I have booked at The Collett School during the period 1 September 2022 – 31 August 2023. This includes activity leaders, coaches, assistants, administration staff who will be on the premises, drivers etc.

I also confirm that, if other adults become involved after this declaration has been made, I will check their DBS certificates in the same way.

Signed...... Date......

Or

(For use by hirers representing a youth organisation which carries out DBS checks on behalf of its leaders, e.g. Scouts, Boys' Brigade)

I..... (full name)

confirm that all of the adults involved in the activities that I have booked at The Collett School during the period 1 September 2022 – 31 August 2023 including activity leaders, coaches, assistants, administration staff who will be on the premises, drivers etc. are subject to DBS checks carried out by

..... (name of organisation)

Signed..... Date.....

#### Appendix D

### The Collett School Facilities Hire Contract



#### **Payment Terms**

A deposit of £200 will be required to be paid in full one calendar month prior to the commencement of the hire period in order to guarantee the booking. This will be refundable in full at the end of the period of hire if The Collett School is satisfied that no damage/loss requires the use of all or some of the deposit.

Weekly hire charges shall be paid directly into The Collett School's nominated bank account in advance. Failure to pay may result in the loss of a subsequent booking.

Monthly hire charges shall be paid directly into The Collett School's nominated bank account in advance within 30 days of the invoice. Failure to pay may result in the loss of a subsequent booking.

For one-off bookings payment and the Booking Application Form must be received on or before the date of the booking.

Cancellation of a booking will incur the full hire charge unless one month's prior notice is given in writing to the School.

#### The Collett School's Obligations

The Collett School will permit the Hirer to use the pre-booked facilities within the dates and times agreed and as specified on the Application Form.

#### **Hirer's Obligations**

The Hirer will comply with Payment Terms and Conditions as stated above. The Hirer must ensure:

- 1) Not to damage or alter the facilities hired or any other of the School's building, furniture or fittings therein, nor to damage or injure any person or the property of any person in the School's buildings and grounds;
- 2) That the facilities hired are left tidy and clean after the event;
- 3) To report any damage or need for repair to the named contact in The Collett School;
- 4) Not to affix anything to walls or floor in any part of the School's buildings;
- 5) Not to behave in any part of the School's grounds in such a way as to be a nuisance or inconvenience to any other occupier of the building or occupiers of premises in the vicinity of the building;
- 6) Not to use any part of the School's Building for any illegal purpose or in such a manner as to bring the School into disrepute and in particular not to commit a criminal offence in the vicinity of the School's grounds;
- 7) To inform The Collett School in writing if cancellation of the hire of facilities is necessary.

#### **Conditions of Booking**

The Hirer will comply with the Conditions of Booking as follows:

- 1) Booking applications should be made on the official form;
- 2) Bookings may be one-off, a series of dates or a block booking for a fixed summer or winter period;
- 3) A booking may be cancelled if the School deems the conditions are too wet or unsuitable for the outside areas hired to be used:
- 4) The signatory to the booking application is responsible for ensuring the proper conduct of the organisation and its members whilst using the School's facilities;
- 5) On no account are children under 18 permitted to use the facility without adult supervision;
- 6) Start and finish times must be strictly observed as no changeover time has been programmed;
- 7) All activity must be confined to the booked area;
- 8) No smoking is permitted in any part of the school or grounds;
- 9) Dogs are not permitted in the School grounds;
- 10) All rubbish should be placed in the bins provided.

The Collett School reserve the right to cancel any hiring, if the premises are required for use by the school and no alternative arrangements can be made. Appropriate notice of at least one month will be given to the hirer either offering alternative arrangements or a full refund for the period of hire cancelled.

#### **Hirer's Responsibilities**

The Hirer will indemnify The Collett School against all loss, damage, breakage or expense whatsoever that the School may suffer or incur as a result of any act or omission on the part of members of the party or guests attending the event.

The Collett School will not be liable for the death of or injury to any person attending an event or activities organised by the Hirer, or for any losses, claims, demands, actions, proceedings, costs or expenses or other liability incurred by the Hirer in connection with the hiring of the School's premises.

The Collett School will not under any circumstances accept responsibility or liability in respect of any damage or loss of any goods, vehicles or property of any kind brought into or left in the School's premises by the Hirer's guests.

#### **Termination of Contract**

If there is any breach or non-performance of the Hirer's obligations of any terms or conditions of this Contract, The Collett School may terminate this Contract forthwith by giving notice to this effect to the Hirer.

#### Miscellaneous

The Collett School shall have no liability to the Hirer or to any member of their party, in respect of any disruption in the supply of water, gas or electricity resulting from industrial action, Act of God or other circumstances beyond The Collett School's control.

#### Notices

The Hirer may serve any notice upon The Collett School at the following address:

#### The Collett School, Lockers Park Lane, Hemel Hempstead, Hertfordshire, HP1 1TQ

Without prejudice to The Collett School's right to give notice in the circumstances set out in this Contract, and written notices given to or served upon the Hirer by The Collett School may be posted to the Hirer's address as stated on the Application Form.

#### **Contract (Right of Third Parties) 1999**

Unless it is expressly stated that the Contracts (Right of Parties) Act 1999 is to apply, nothing in this Contract creates rights in favour of anyone other than The Collett School and the Agent/Client (here meaning the applicant whose name and other details appear in the application form only).

#### Jurisdiction and Choice of Law

This Contract is governed by and shall be interrupted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

#### Signed on behalf of The Collett School:

Name:

Position:

Signature:

Date:

#### Signed on behalf of the Hirer:

Name of Contact:

Company Name:

Signature:

Date:

## Appendix E THE COLLETT SCHOOL RATE CARD



FACILITY	NORMAL RATE £ PER HOUR (SUBJECT TO A MINIMUM £20 PER BOOKING) Please note hourly rate is also charged for setting up and clearing away	COMMUNITY RATE £ PER HOUR (SUBJECT TO A MINIMUM £20 PER BOOKING TO COVER LOCKING AND UNLOCKING) Please note hourly rate is also charged for setting up and clearing away
Hall	35.00	20.00
Classrooms/Treehouse	15.00	7.50
Therapy/Sensory Rooms (Only available if trained staff are present)	35.00	20.00
Ball Pit	20.00	10.00
Cookery Room	25.00	12.50
Playgrounds	10.00	5.00
Playing Fields	10.00	5.00
Nature / Forest Area	20.00	10.00
All Weather Pitch	30.00	30.00
Use of Sound System/Lighting/Projector In Hall	10.00	10.00

#### <u>ALL</u> NON COMMERCIAL HIRERS WHO DO NOT HAVE THEIR OWN PUBLIC LIABILITY INSURANCE WILL BE SUBJECT TO A <u>10% CHARGE</u> ON TOP OF THE HIRING RATES WHICH THE SCHOOL HAS TO PAY TO HCC INSURANCE

A minimum hire of two hours will apply for hiring's on Saturdays and Sundays, unless there is concurrent use by another hirer.

For block booking rates or other general enquiries about rates please contact the Office Admin either on the main school number or by email to <u>admin@collett.herts.sch.uk</u>

#### **Community Rate**

This applies to:

- Voluntary organisations with a charitable purpose, i.e. those registered with the National Council for Voluntary Youth Services, Adult Education Service, of the appropriate section of the Department for Education
- For the pupils and staff of The Collett School.

Appendix F



## The Collett School

#### LETTINGS CHECK LIST

- > LETTINGS POLICY
- ➢ CONTRACT
- HEALTH AND SAFETY POLICY
- > DBS
- > FIRE AND EVACUATION POLICY
- > INSURANCE
- > VAT REGULATIONS

I confirm that I have, seen, read and understood the documents above

NAME:\_\_\_\_\_

POSITION:

SIGNED:\_\_\_\_\_

DATE:\_\_\_\_\_



Date:

#### Key / Fob User Lettings Access

I \_\_\_\_\_\_take responsibility for the Key/Fob given to me to access the school building for the purpose of the agreed letting dates and days authorised by the school.

The use of the Key/Fob will be used solely for the duration of my letting only and for the part of the building agreed for the letting only.

I take full accountability for any misuse of the Key/Fob in my possession, the key/Fob will only be used to gain access by my nominated authorised team member/s for the purpose of the agreed letting conditions.

If the Key/Fob is mislaid or lost there will be a replacement charge of £10.00 to be paid to the school before a new Key/ Fob is re-issued. A risk assessment may be completed to consider if a new Key/ Fob will be issued again to me.

Key / Fob holder names:

Please note below all Key / Fob users names:

- \*
- \*
- \*

I agree to the terms as stated above.

Full Name: Organisation:

Signed:

Date: