



**HIRE OF ST MARY AND ST PANCRAS C. E. PRIMARY SCHOOL'S PREMISES**

To be completed by the person, aged 21 or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the condition usage and Booking Procedures document.

This application must be forwarded to the person named at the bottom of this page as early as possible and not less than **14 calendar days** before the date of the proposed use.

**PART A ~ APPLICATION** (please complete in black for good photocopying and print throughout)

1. **Organisation / Person applying** \_\_\_\_\_

2. **Person responsible for booking** \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_ Daytime telephone \_\_\_\_\_ Evening telephone \_\_\_\_\_

3. **Nature or object of meeting** \_\_\_\_\_

4. **Accommodation required**

ACCOMMODATION REQUIRED	TIME FROM TO	DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
DISCOUNT WHERE APPLICABLE					
ADMINISTRATION CHARGE					
PUBLIC LIABILITY INSURANCE					
RETURNABLE DEPOSIT					
<b>TOTAL COST</b>					
How many chairs will be required?					
How many tables will be required? Adult :			Children's' :		
Any other equipment required (e.g. O.H.P.)?					

6 **Number of people** expected to attend \_\_\_\_\_ (see Part C No.12)

7 **School equipment** requested

**To the Governing Body of St Mary and St Pancras Church of England Primary School**

I \_\_\_\_\_ (please print) of \_\_\_\_\_ Organisation/Address

Being over the age of 21 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand the school maintains a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of:

1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the School to a limit of £ 2 million in respect of any one accident.
2. Damage to any property belonging to the School to a limit of £ 2 million in respect of any one incident in respect of each hiring.

**Provided that I, on behalf of my organisation, take out Public Liability Insurance as a requirement of the conditions to use the school premises within the school letting policy.**

I am aware that paying this premium does not absolve me and my organisation (as the Hirer) of the responsibility for injury or damage caused by our neglect during the hire.

I understand I must give immediate notice in writing, to Site Service Officer, of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party. I will also give the same immediate notice, in writing, to the Chair of Governors of the School.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body LDBS and Camden Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body, LDBS or Camden Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body Trustees or Camden Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body, LDBS or Camden Council on demand at the school office or Council's principal offices at Camden all such sums as may be payable by reason of this indemnity.

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Signature of Applicant (Mr, Ms, Mrs)

\_\_\_\_\_ Date \_\_\_\_\_

## **1. Conditions of Usage**

### **I. Insurance**

The hirer must take out public liability insurance cover with the Local Authority as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.

#### **The hirer must arrange public liability insurance:**

- a) to protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
- b) to provide an indemnity cover in respect of damage to the premises hired for not less than £2million where
- c) such damage can be attributed to the negligence of the hirer or his/her employees or agents;
- d) Indemnity should be extended to include the governing body of the school.

#### **The hirer shall indemnify the Governing Body of the School against:**

- a) all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- b) the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;
- c) Any infringement of copyright which may occur during the hiring (if applicable).

### **II. Liability**

The Governors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- a) any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or Local Education Authority at the school;
- b) any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
- c) Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

### **III. Health and safety**

The hirer will adhere to all Health and Safety requirements as required by the school. The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the hirer's staff know the location of fire-fighting equipment.

The hirer is also responsible for providing a first aid kit and ensuring a qualified first aider is available on site.

No exits or corridors may be blocked or fire-fighting equipment removed.

#### **IV. Alcohol**

No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.

#### **V. Smoking**

The school's No Smoking Policy must be adhered to at all times. Smoking is not permitted anywhere inside or around the surrounding parameters the school building.

#### **VI. Advertising**

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the governors.

The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

#### **VII. Fixtures and Fittings**

No furniture or apparatus is to be used without prior permission. Any movement of furniture required must be undertaken by the hirer under the direction of the Site Service Officer.

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governors.

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed. The use of all equipment and apparatus is subject to the prior written agreement of the Governors.

#### **VIII. Hirer's apparatus / equipment**

The hirer shall obtain the Governors' written agreement to the bringing onto the school premises of any apparatus or equipment.

The hirer shall ensure that such apparatus or equipment is removed within such time as the Governors may allow. Any property not so removed may be removed by the Governors at the hirer's risk; the cost of such removal, together with any storage charges incurred by the Governors, shall be recoverable from the hirer.

#### **IX. Numbers**

The hirer shall not allow on the school premises more than the number of persons stated in the application form.

There is no access whatsoever into the main school kitchen.

The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.

#### **X. Cancellation**

- a) Occasional bookings: The hirer to give at least 10 calendar days' notice of a cancellation.
- b) Casual Bookings (Football Pitch Bookings): the hirers to give at least 48 hours notice of a cancellation.
- c) Block-bookings of a term or longer: at least one month notice of cancellation to be given by the hirer or Governors. Shorter periods of notice may be mutually agreed.

- d) If the Governors consider it likely that any one of these conditions will not be complied with by the hirer, the Governors may terminate the hiring forthwith by written notice to the hirer.
- e) If, during the period of a hiring, any Governor, Head Teacher or Head of School or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.

**In the event of the hiring being cancelled under either c) or d) above the Governors shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation**

Where notification is given within the required period the Governing Body, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.

Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.

Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.

Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

**Please note:**

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

**XI. Car Parking**

Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

**XII. General Terms and Conditions**

The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premises for a function.

The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.

No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.

No litter of any kind is to be left or thrown on the premises. It must be gathered in appropriate refuse bags and disposed of in the bins located in the car park.

The hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.

All children will be supervised at all times by their parents/carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.

No stiletto heels or similar objects are allowed on the blue surface area of the playground.

No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

St Mary and St Pancras Church of England Primary School should be reasonably satisfied that the Hirer is able to manage the let in accordance with adequate care, health and safety procedures, etc. before agreeing to accept the booking, e.g. check adults: child/young person supervision ratio.

If the school does not feel that satisfactory management procedures will be in place during the let they should not accept the booking application.

### **XIII. Administration Charges**

Any amendment to a booking must take place at least 14 days prior to the let and will be at a cost of £20.00. Verbal requests will be considered but must be immediately confirmed in writing.

The Hirer must not presume any amendment has been agreed until he/she is in receipt of written confirmation from the Governing Body

### **XIV. Booking Procedures**

- a) Applicants should fill in an application/booking form and return to the School office
- b) The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
- c) By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
- d) A signed application does not guarantee the booking will be granted.
- e) Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
- f) The hirer should then pay the booking invoice, in full, 14 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
- g) Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually Site Service Officer or School Business Manager) and signs for the conditions of the building on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the Certificate.
- h) Where applicable, the Certificate must be presented to the Site Service Officer, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.

- i) Hirers will automatically be charged for public liability insurance in addition to the booking charge unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the records).
- j) Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. Where amendments are agreed, an additional administration charge of £20.00 Will be payable. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

## **XV. Booking Times**

- a) There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
- b) Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
- c) Availability of premise is negotiable. Please contact the school to find out the current hours of access.

## **2. Complaint Procedures**

### **What if the school has a complaint about our group/organisation?**

- o If the school has concerns about a let the following procedures will be followed:-
- o A representative of the Governing Body (usually the Site Service Officer or School Business Manager) will verbally raise the concern with the named Hirer.
- o The situation will be monitored for two sessions to allow the issues to be addressed.
- o If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
- o If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

**Please Note:** If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

### **2. What if I, as the Hirer, have a complaint about my let or booking agreement?**

- o If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:-
- o Talk to the named representative of the Governing Body (usually the Site Service Officer or School Business Manager) and discuss the problem. Allow 5 working days for the situation to be resolved.
- o If still unresolved, the Hirer should notify the Governing Body through the Head of School in writing and allow 5 working days for the situation to be resolved.
- o If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of the Governing Body will be convened.)

- If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

### **3. What if a third party complains?**

If the school receives a complaint from a third party the Governing Body will be notified of the complaint.

The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.

If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of Governors explaining the final outcome.

### **3. Appeals Procedures**

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.