



CENTRAL PARK
PRIMARY SCHOOL
EAST HAM

Learning Now for Future Success

CHARGING AND LETTING POLICY

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DATE LAST REVISED: 9/12, 11/15

LETTINGS CONTRACT

TERMS AND CONDITIONS FOR USE OF SCHOOL PREMISES

Lettings/Hire of 'The Community Hub' Policy: Conditions of Hire

PLEASE READ THIS DOCUMENT CAREFULLY.
YOU WILL BE BOUND BY THESE CONDITIONS

Definitions within the 'Lettings/Hire of Facilities Policy: Conditions of Hire':

'The School' refers to Central Park Primary School,

'Application Form' refers to the approved 'Central Park Primary School Lettings/Hire of Facilities Application Form'

'Facility' refers to the Community Hub let by the School,

'Site' refers to the whole of Central Park Primary School including buildings, car park, playgrounds, etc.

'Categories of Hirer' shall be those agreed by the School's Governors.

Currently, those prescribed users are:

- Local Authorities (Council)
- Youth Groups affiliated to Newham Borough Council
- Organisations or Groups for:
 - Educational Use
 - Recreational Use
 - Organizations that promote community cohesion
 - Tutors for extra-curricular education

1. Booking Form

1.1 All applications for the hire of any of the School facilities shall be made to the Associate Head Teacher or the Site Manager on the approved 'Central Park Primary School Lettings/Hire of Facilities Booking Form'. The person who signs the form must be over 18 years of age. The Associate Head Teacher and Site Manager reserve the right to refuse any application or to cancel a letting without notice.

1.2 Ideally applications must be made at least 21 days before the date of hire.

1.3 All applications will be considered within 10 working days and the applicant will be written to confirming approval to the letting or otherwise. We are committed to providing an inclusive and welcoming environment for all users of our facilities and therefore you are required to not discriminate on the basis of race, colour, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status or sexual orientation in any of your activities whilst on site.

1.4 No application will be considered without the approved application form being fully completed.

2. Payment of Charges

2.1 In accordance with the School's 'Scale of Charges' in operation at the date of use, an invoice will be raised and payment has to be made, within 21 days of the invoice date, by cheque or BACS and made payable to 'Central Park Primary School'.

2.2 If the levied charge is not made before the date of hire, the School has the right to cancel a letting without notice.

- 2.3 Depending on the reason(s) for hiring, the School may wish for a deposit and/or retainer to be made which will be returnable after the last date of hiring. This is subject to any deductions that may have to be made e.g. broken/damaged items, items lost/stolen. In these cases the amount of deposit and/or retainer will be explained to you.
- 2.4 In general, the cost of hiring the School will be reviewed annually and will be effective from 1st September.
- 2.5 All preparation, cleaning and making good must be completed within the times allocated to the hire.
- 2.6 Any overstaying or early arrivals will result in additional charges or in exceptional circumstances a termination notice.

3. Cancellations

- 3.1 The Associate Head Teacher or Site Manager reserve the right at their absolute discretion to cancel a booking should they: a) Require the use of the facility owing to unforeseen circumstances or in an emergency for a parliamentary or any other election; b) Be of the opinion that the letting is likely to be potentially or proven objectionable or undesirable; c) Be of the opinion that the original purpose for the hire has changed to the extent that it no longer become suitable; and d) Be of the opinion that the facilities are unfit for use.
- 3.2 Where agreed, the Hirer will only be entitled to a refund regarding the cost of the letting and no compensation will be considered.
- 3.3 Any cancellation by the hirer must be notified in writing to the Associate Head Teacher or Site Manager.
- 3.4 The School will be entitled to retain:
 - 100% of the cost of letting if there is a 'no-show' or cancellation is done less than 24 hours of the event;
 - 50% of the cost of letting if cancellation is made between 2-14 days of the event

4. Temporary Closure

- 4.1 In the case of any breakdown or failure of the supply of gas, water or electricity, fire, leakage of water or any accident or occurrence whatsoever rendering necessary the temporary closing of this facility or any interruption due to any repairs or renewals consequent upon any such breakdowns etc. the Hirer agrees that the School shall not be liable for any loss or claims arising from such closure.

5. Sub-Letting

- 5.1 The Hirer shall not assign the benefit or burden of any interest they may have in the hire of the facility or any part thereof or sub-let of the facility.

6. Admission Limits

- 6.1 It is the Hirers responsibility to ensure that the maximum number of people is not exceeded for reasons including health and safety and will be liable to pay any costs that the School deems fit for over occupancy. Please refer to Appendix A.
- 6.2 It is the Hirers responsibility to keep records relating to the number of people admitted and who they are. These records should be made available for inspection at all times during and after the use of the facility.

7. Improper Use

- 7.1 The Hirer shall not use any facility on hire for any purpose other than that specified on the Application Form.

8. Good Order

8.1 The Hirer shall be responsible for the 'good order' being kept throughout the period of the hiring and shall ensure that any person of the group do not cause or incite nuisance or problems to other users of the Site or to local residents. Failure to comply will result in the hire agreement being revoked and the School may charge the Hirer for any expense incurred in trying to preserve order or for any damage caused, items stolen etc.

9. Noise Levels

9.1 Hirers intending to play music shall consult the Associate Head Teacher or Site Manager about appropriate noise levels and noise management before hiring the facility.

9.2 When music is played, the Hirer shall be responsible for keeping the sound volume to a reasonable level which does not affect the local community.

10. Lighting Levels

10.1 Hirers intending to use the floodlights in the playground must consult the Head or Site Manager regarding any lighting issues before hiring the facility.

10.2 The School has any overriding decision regarding the appropriateness of lighting.

11. Damage

11.1 The Hirer shall ensure that no loss or damage is caused to the facility or the site on hire or any part of it or to the equipment, apparatus, furniture etc. belonging to the School.

11.2 Any accidental breakage(s) and or damage to the Site should be reported to the Associate Head Teacher or Site Manager.

11.3 The Associate Head Teacher or Site Manager will confirm, in writing, to the Hirer, the cost that the Hirer must pay to the School to reinstate, repair or replace any part of the site including equipment, apparatus, furniture etc. caused through damage, broken, stolen items etc. during the course of or in connection with the hiring. The amounts of such cost to be certified by the Head and whose decision shall be final and binding. Payment of which must be received by the School within 21 days.

12. Domestic Animals

12.1 No animals shall be allowed to enter the site without the written permission of the Associate Head Teacher or Site Manager. Guide dogs are exempt from this condition but the hirer must inform the Associate Head Teacher or Site Manager that they will be on site.

13. Hawkers and Venders

13.1 No unauthorized vender, collector, hawker or canvasser shall be admitted to the School.

14. First Aid and Fire Safety

14.1 The hirer shall be responsible for the provision of first aid cover.

14.2 The hirer shall ensure that members of the group using the site are aware of the fire safety requirements and procedures, including the location of fire exits and the drill in the event of a fire

(Appendix B). The hirer shall therefore undertake a health and safety risk assessment and pass a copy to the School before use of the premises.

- 14.3 The hirer shall familiarise themselves with the location of any fire alarm and fire- fighting equipment.
- 14.4 The School has a no smoking policy and no smoking is permissible on any part of the site.
- 14.5 Alcohol must not be consumed anywhere within the site.
- 14.6 The fire doors in the School must remain closed at all times and only opened in emergencies.
- 14.7 Internal and external access to the fire doors should be left clear at all times.

15. Licenses

- 15.1 The hirer shall notify the Associate Head Teacher or Site Manager, at the time of making the booking, on any activity/activities that require a license.
- 15.2 The Associate Head Teacher or Site Manager shall advise the hirer, at the time of the booking, of those permitted activities covered by any of the School's policies.
- 15.3 Any licensable activities not covered by the School's policies will not be permitted unless a Temporary Event Notice is obtained from the Council by the hirer in advance with the consent of Associate Head Teacher or Site Manager. A copy of the notice is required by the School in advance of use of the site.
- 15.4 The hirer shall ensure that all necessary licenses are obtained before the function or activity takes place. A copy of any license is required by the School in advance of use of the site.

16. Lost Property

- 16.1 The School will not accept responsibility or liability in respect of any loss or damage to any property or articles placed or left upon the site by or on behalf of the hirer or any other person.
- 16.2 Hirers are advised to take out individual insurance to cover contents.

17. Hirer's Goods and Equipment

- 17.1 Hirers shall provide their own goods and equipment unless other arrangements have been agreed with the Associate Head Teacher or Site Manager.
- 17.2 Any hired equipment being brought onto site can only be used with the prior agreement of the Head or Site Manager.
- 17.3 Hirer's goods, equipment or property may only be stored with prior consent of the Associate Head Teacher or Site Manager.
- 17.4 Any such property or equipment shall be stored entirely at the risk of the owner and the School will not accept responsibility for any loss or damage to any property or equipment stored.

18. Parking

- 18.1 There is no onsite parking available and local parking is usually via permit through the local authority.
- 18.2 If any vehicle enters the School by the hirer or any other person, the School accepts no liability for any damage, theft or incident regarding that vehicle. However, any damage to School property will be claimed against the hirer.

19. Modification of Conditions

19.1 The Associate Head Teacher or Head of Finances and Operations reserve the right to modify or vary any of these conditions or regulations or to impose special conditions, at any time, where the nature of an application, in their opinion, so demands.

20. By-Laws

20.1 The hirer must comply with all byelaws and statutory requirements relating to the Site or the purpose of hire.

21. Indemnity and Insurance

21.1 By signing this contract, the hirer shall indemnify the School from and against: a) All claims, demands, actions and proceedings and any loss, damage or injury which may be brought against or suffered by the School arising from or in consequence of the non-performance of any of these conditions of hire, or for any act of neglect, default or admission by the hirer, his agent(s) or servant(s) and, b) All claims, demands, actions, proceedings in respect of the death or the injury howsoever and by whatsoever cause to any person which shall occur or arise from any accident or occurrence shall happen while such person is in or upon any part of the site during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury by signing this contract.

22. Complaints

22.1 Any complaints with regard to the management or control of the site must be made in writing to the Associate Head Teacher or Site Manager within 14 days from the date of hire.

23. Alterations, Fittings and Decorations

23.1 The hirer shall make no alterations or additions to the lighting, heating, fittings, fixtures and other arrangements on the premises.

23.2 No nails, screws, or similar fastenings will be permitted to be fixed to any part of the building without prior permission of the Associate Head Teacher or Site Manager.

24. Cleaning Requirements

24.1 Hirers shall clear away, tidy and clean up any spillage, mess caused.

24.2 Due to health hazards, all hirers shall remove all waste food from the site after their letting and dispose of it appropriately.

24.3 The School operates a recycling policy and, where waste can be recycled, hirers can agree, in writing to the Associate Head Teacher or Site Manager, to dispose of waste in the recycling bins provided.

24.4 If any spillage or mess is caused and not cleared up by the hirer, the School has a right to charge the hirer an additional cost for cleaning. This cost will be written into the agreement between the School and the hirer.

APPENDIX 1

A1 Cost of Hire is:

A1.1 The hourly price for letting the Hub is £30.00 on Saturdays and £35.00 per hour on Sundays.

The hourly price for letting the Hub during school weekdays, between 6.00 and 18.00, is £20.00 and £30 per hour after 18.00.

These rates are subject to change by the Associate Head Teacher or Head of Finance and Operations with a month's notice.

A1.2 Bookings will have to be paid for in advance.

A1.3 A security deposit and/or retainer will be advised by the Head of Finances and Operations based on the nature of the booking.

A1.4 The minimum hire for all weekend bookings is one hour and thirty minutes for all weekday bookings and is subject to availability.

A2 Holding Capacity:

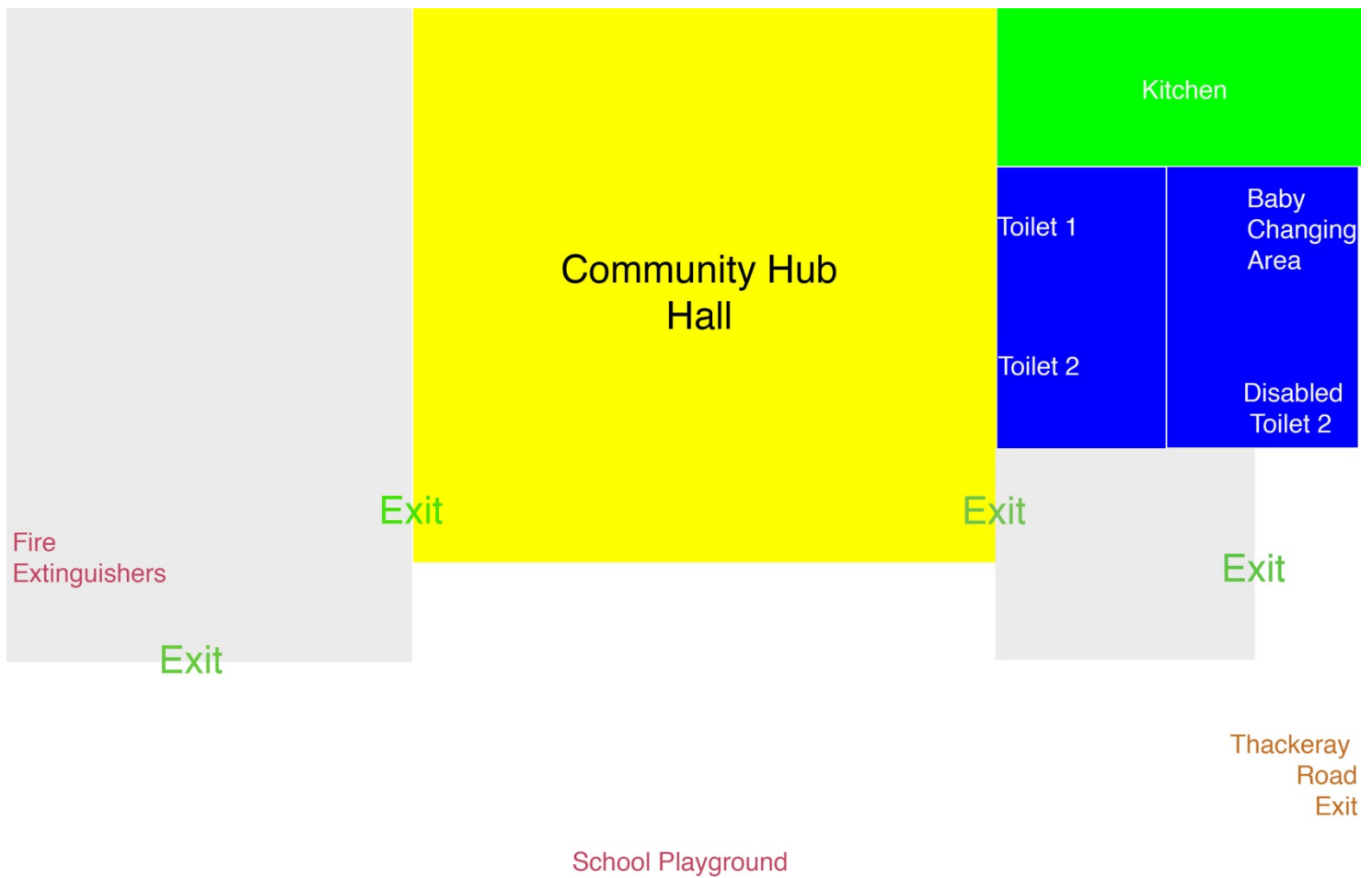
A2.1 The Community Hub has a holding capacity of 40 seated individuals and 60 standing.

A2.2 An interactive screen, laptop, tables and chairs are provided with every booking.

A2.3 A kitchen and four toilets, including a disabled toilet and baby changing facilities are provided.

A2.4 The hirer is liable for any damage to these premises and the equipment present in the kitchen, toilets and the main Hub building.

APPENDIX B



B1 Healthy and Safety

B1.1 Fire extinguishers and present at all entrances to the main Hub building.

B1.2 Fire blankets and first aid safety kits are present in the kitchen and the main entrance.

B1.3 In case of an emergency, evacuation to take place towards the exit to the school playground, away from the kitchen.

B1.4 The Hub is fitted with smoke detectors and fire safety alarms. This is a strictly no smoking area.

CONTRACT AGREEMENT

This document states that by signing this contract the hirer has fully read and agreed to the above mentioned terms and conditions in the lettings policy.

Deposit/Retainer Amount

Advance Payment Amount

Signature of Hirer

Name in block capitals

Date

Signature of Head of Finance and Operations:

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Name in block capitals:

Date: