

CHARLTON SCHOOL

LETTINGS 2022 - 2023

TERMS AND CONDITIONS OF HIRE

- The person named in the application form hereto shall be the hirer and will be personally responsible for ensuring these conditions are complied with in all respects
- The management committee of any organisation referred to in the application form hereto shall be jointly and severally liable with the hirer for complying with these conditions
- No person under the age of 18 will be able to enter into this agreement
- Where the premises are hired for the use of young people (ie a private party) an adult will be expected to sign the form and be responsible for the group during use
- Where the premises are hired for the use of young people (ie club or sporting activity) an adult will be expected to sign the form and be responsible for the group during use. We will also need to see evidence of a current DBS check for such purposes
- The premises to be hired are those detailed in the lettings agreement form
- The hirer must ensure that he/she or some other person authorised in writing by him/her is present throughout the period of hire and must ensure that the premises are used only for the purpose stated in the application form hereto. The hirer or other authorised person must remain at the premises until they are secured by the site management team, unless alternative arrangements have been made
- The hirer must ensure that any licences, including liquor and music and dancing licences required for the purpose of the hire are obtained from the relevant authority and that the premises are not used for any activities that require a licence unless the appropriate licence has been obtained. The hirer will provide evidence that this has taken place at the time of booking – please ensure that a CMUI form has been completed for this purpose
- The school and its agents shall be allowed access to any part of the premises at any time during the hire
- The hirer agrees to compensate the school against any damage caused during the period of the hire or as a result of any theft or any breach of this agreement to the building or to any apparatus, chattels or appliances belonging to the school
- The hirer must ensure that the fire fighting and detection apparatus on the premises is not interfered with
- The hirer must ensure that at no time during the period of the hire is any emergency exit or corridor from the premises locked or obstructed

- The hirer must ensure that all persons using the premises for the purpose of the hire are aware of the site fire appliances and emergency exits
- The hirer must take all reasonable precautions for the prevention of accidents or injury to persons on the premises during the period of hire
- **Please note that statutory students' exams and from time to time events run by the school will take president over lettings. Please enquire if any of these events will affect your letting.**

TERMINATION

In the event of any breach of any of these conditions or in the event of any mis-statement or material omission in the application form, whenever discovered, the hiring may be cancelled forthwith at the absolute discretion of the school, without liability to the hirer or any other person, and any deposit or hire charge already paid will be lost by the hirer

CONDITIONS OF LETTING

Charlton School has agreed that certain stipulations should be made to hirers of the school premises to protect them from damage and misuse.

- Where extra cleaning or moving of furniture is required as part of a letting it must be made clear on the application form
- The meeting or function shall close not later than 9.00pm unless special permission has been obtained beforehand. And all functions will operate within the hours specified within the school's premises licence
- The Business Manager is responsible for deciding whether or not the site should be supervised during the period of the letting
- Detailed arrangements for the use of the premises shall be made by the organiser with the Site Staff including where necessary arrangements for the erection and dismantling of stages
- When school premises are let on a regular basis, any abuse of privilege on the part of the hirer will lead to immediate cancellation of the letting and retention of any monies paid
- All lettings are reviewed on a termly basis. There is no provision for continuous tenancies. Acceptance of a group for a term does not imply an on-going contract
- No lettings will be taken without the completion of a lettings agreement and entry may be refused to groups who fail to complete this form. A verbal or written commitment will not be sufficient to confirm a letting and only a completed lettings agreement will be acceptable as evidence a letting has been made and a contract entered into
- Sub-letting is strictly forbidden
- The hirer accepts full responsibility and indemnifies the school against all costs, charges and claims in respect of injury or death to any person using the premises except as may be caused by the negligence of the school or their staff or agents

- Hirers agree to provide proof at the time of booking that they have in place an adequate Public Liability insurance policy
- The school will NOT be responsible for liable for any damage to or loss of property, articles or objects placed or left on the premises by the hirer of any person and hirer hereby indemnifies the school in that respect

CANCELLATION OF LETTINGS

- In the event of the cancellation, without 2 weeks notice of a booking by the hirer no monies already paid shall be refunded
- In the event of a cancellation, for any reason, of a letting by the school an alternative date/venue will be offered to compensate for the lost session. If a suitable date/venue cannot be found then a credit note will be issued for the cost of the session
- The school will not in any way be liable for any losses which occur as a result of a session being cancelled and users may wish to insure themselves against such losses where their income is dependent on the use of the premises

GAMBLING IS NOT PERMITTED ON THE PREMISES

INSURANCE

The hirer shall be responsible for taking out any necessary insurance to cover for making good any damage done to the school premises, furniture, equipment or material, however caused during the period of the hire. The insurance must also cover for any claims for personal injury caused as a direct result of the hiring. A copy of the policy should be supplied to the school before the hiring commences.

PUBLIC ENTERTAINMENT

The organiser shall be responsible for the prevention of overcrowding, such as to endanger public safety and keeping clear all gangways, passages and exits

Where the school premises are required for concerts, optical projection, music, film or drama, the organiser must guarantee that:

- Permission has been obtained, where necessary from copyright holders for the public performance or plays, music, songs, gramophone records etc
- The requirements of licensing authorities, where necessary, have been met
- Where necessary, licences for performance by children have been obtained in accordance with the provisions of the Children and Young Persons Act
- No play shall be performed or film shown which is in any way offensive to public feeling, or detrimental to public interest
- In the case of film shows only non-flammable films are used, and that adequate fire extinguishers are provided by the organisers

No stage equipment

PORTABLE ELECTRICAL EQUIPMENT

A certificate of testing must accompany the lettings agreement and a Electrical Testing form should be completed by the user

EXCLUDED ACCOMODATION

The hire of the premises shall be limited to classrooms, halls and other appropriate rooms. The following part of the school shall not be used unless special permission has been obtained: Teachers Rooms; gardens; laboratories; kitchens or libraries. Medical room shall not be used by any outside individuals or bodies for any purpose whatsoever

BEFORE LEAVING

School premises shall be left in a clean and tidy condition ready for opening at the usual time of the next school session. Where additional cleaning is required this should be arranged at the time of booking and an account will be rendered.

Floors shall not be treated in such a way as to render them dangerous for school purposes

PARKING

The parking of motor cycles, cars or lorries etc on school premises will be at the vehicle users/owners risk and they will be responsible for any damage caused by the use of such vehicles on the property or to any persons

Hirers are also requested not to park in spaces specifically allocated for disabled patrons unless they hold the appropriate badges

At no time should access by emergency vehicles be blocked

CHILD PROTECTION

- The user of the premises agrees that where appropriate their organisation has in place a child protection policy and will provide the name of their child protection officer. A copy of this policy is enclosed with the lettings agreement form and the child protection officer is named in the space provided
- Users agree to supply with their lettings agreement form a copy of Enhanced DBS checks for all members of their staff
- Users should ask the school for the name of the child protection officer and make a note of their contact number
- Users agree that no photography will be allowed in groups involving children and young people unless every child included in the photograph has parental permission to be included
- Users agree to sign a child protection agreement at the time of booking

SCHOOL SECURITY

Users will take reasonable actions to ensure that the school is safe and secure during their periods of use. Any negligence on the part of the hirer will result in the school holding the hirer liable for any losses incurred as a result of their negligence. Termination of the lettings agreement without refund will be at the discretion of the school.

Where provided, doors with keypads/locks, should remain closed, unless they are directly supervised by a member of the organisation using the premises

Under no circumstances should doors be propped open or otherwise rendered insecure during the period of hire.

SITE MANAGEMENT

There is a dedicated facilities team who will be responsible for opening rooms for the lettings and for locking up the school after the letting is over, excluding weekends. **No payment may be made direct to the site staff by the person using the premises.**

The erection or dismantling of stages is not regarded as within the normal duties of the school site management team, but when required special arrangements should be made.

All school employees have the right to work in a safe environment without fear of intimidation. Any intimidating or threatening behaviour towards any school employee will be considered as a breach of these conditions and may result in the immediate termination of the letting, without refund.

SPORTS HALL CONDITIONS

- A one hour booking of the sports hall will be equivalent to 55 minutes in the venue and 5 minutes change over time
- The use of the changing facilities will be limited to 15 minutes after the end of the booking
- All players must take off their boots or other footwear and remove surplus mud and dirt before re-entering the building after use of external pitches. Footwear and team strip must not be washed through in the showers
- The wearing of black soled shoes in the sports hall is prohibited
- Our policy on use of changing rooms – included in the child protection agreement must be adhered to

PERIODS OF USE

The facilities must be booked for the actual period of use, to include time for preparation and for cleaning up afterwards. It is essential that the times of entry and departure are strictly observed. Lettings which over-run more than 15 minutes beyond the period booked or which begin more than 15 minutes before the period booked will be charged double the hourly rate, incurring the full hourly charge after the first 15 minutes of over-run. I.e, a booking which over-runs by 15 minutes will be charged a full hour at double the hourly rate.

Users who consistently abuse the start and end times of their lettings will be in breach of this agreement and may have their contract terminated without refund. Normal policy will be to issue a warning in writing followed by a termination of the lettings if the abuse continues.

CHARLTON SCHOOL LETTINGS APPLICATION

Name of applicant		Name of organisation		
Address		Contact numbers		
Date of hire		Times of hire (included preparation & clearing away time)		
Proposed Venue(s)		Additional facilities required		
If you require a licence please complete below		If you are using any electrical equipment as part of your letting please complete below		
<p><i>I hereby acknowledge that as Hirer, I am responsible for the making of all arrangements with the Performing rights Society Limited and if records are replayed, also with Phonographic Performance Limited for obtaining licences and for paying royalties in respect of works performed. I hereby undertake to indemnify Charlton School against any actions or claim in respect thereof. I also agree to provide evidence upon completion of my booking form that I have made the appropriate arrangements in this regard.</i></p>		Details of any electrical equipment you wish to use during your hire:		
		Up to date test information (please provide evidence)		
		Your electrical equipment must be tested if not up to date. If you require testing to be carried out please provide details below. The charge is £5.00 per item and will added to your fees		
Details of music to be played		Details of electrical item that require testing		
Signed:		Signed:		
CHILD PROTECTION – YOUR RESPONSIBILITY				
Name of designated person for CP				
Address and contact number				
I agree to conform to the conditions outlined in the Terms and Conditions for Child Protection		Please sign & print your name		
For office use only	Finance Officer	Site Manager	Business Manager	Headteacher

LETTING AGREEMENT

Between Charlton School
Apley Avenue
Wellington
Telford TF1 3FA

&

Today's Date	Agreement prepared by
Date of letting	Venue
For the purpose of	Approximate number of people attending
<p><i>I declare that I have studied and accept the standard Terms and Conditions and any other special conditions that may be stipulated by the school. I guarantee that these will be adhered to. I undertake to pay on demand the agreed fee and also pay for any damage which may occur as a result of my letting. I confirm that any electrical appliance brought into the school in connection with this letting will have an up to date PAT testing certificate (within the last 12 months) by a registered contractor and is passed as safe for use. If not I will instruct and pay the school to carry out a PAT test PRIOR to the commencement of my letting period. I should not arrive any earlier than indicated above and will ensure that I leave not later than above and accept that I will incur additional fees should this happen as per the Terms and Conditions.</i></p> <p><i>I have indicated who the designated Child Protection person is and I will ensure that we strictly follow the guidelines as detailed in the Terms and Conditions.</i></p>	
Signed:	Date:
<p><i>The school agrees to make the required facilities available, Term Time only, to the hirer on the basis of the standard letting Terms and Conditions and the following specific conditions apply:</i></p>	
Fee:	
PAT Testing Fee:	
Special Conditions:	
Signed on behalf of Charlton:	Date:

SCHEDULE OF CHARGES

(Minimum hire – one hour)

Venue	Week Days 4.00pm to 8.45pm Friday 4.00pm to 7.15pm	Weekends and bespoke lettings
School Hall (open space only)	£30.00 per hour	<p>For any weekend lettings please contact the school to discuss requirements and prices</p> <p>For party hire or large event hire please contact the school to discuss requirements and prices</p>
School Hall (Theatre, includes seating; lighting & stage)	Please contact the school for prices	
School Hall (ballet & dance)	£32.50 up to 2 hours	
Classroom (meetings only)	£15.00 per hour	
Food Technology room	£55.00 per hour	
Art room	£55.00 up to 2 hours	
Open Foyer	£65.00 up to 2 hours	
Drama studio	£35.00 up to 2 hours	
Sports Hall (includes access to toilets and showers)	£60.00 per session**	
Football pitch only (includes parking)	£30.00 per session*	
Sport England pitch (includes parking)	Ready for hire – prices on application	
Cricket pitch	Prices on application	
Catering	Please contact the school for details	
<p>* refers to practice session or matches (up to 2 hours) for every hour after £15 per hour or part thereof</p> <p>** refers to sessions (up to 2 hours) for every hour after £50 per hour or part thereof</p> <p>Please note: INTERNAL lettings are ONLY available between 4.00pm to 6.45pm Monday to Friday</p> <p>Regular use of the Sports Hall may allow for longer letting times – at the school's discretion only</p>		
Electrical testing Per item	£5	

TO BE REVIEWED SEPTEMBER 2023