



Wyton on the Hill Primary School,
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Headteacher: Ms Jo Phillips

LETTINGS AGREEMENT

1 CONDITIONS OF HIRE

1. Application for the hire of any part of the school can only be made by persons over the age of 18 years and must be on the approved form.
2. The scale of charges and hours of letting are set out on the enclosed sheet.
3. Invoices for lets will be issued half termly and they should be settled in full within 14 days.
4. Applications for all lettings may not be made earlier than 53 weeks before the date of hiring and are taken in the order in which they are received. Priority will be given to lettings greater than 26 weeks.
5. In the event of a revision of the charges for the hire after the date of application and before a hiring is confirmed by the school governors, the hirer shall pay the revised charges.
6. The consumption of alcohol on the premises is strictly prohibited at any time unless either purchased during the hire and such purchase is covered by the appropriate licence (see below) or for a hire not including purchase on the premises, by prior agreement with the governors only.
7. The Governors have the absolute right to refuse any application for hire.

2 CANCELLATIONS

1. The hirer may cancel a booking upon giving at least 10 working days' notice in writing.
2. If the letting is cancelled within 10 working days of the date of hiring then the hirer will be charged the cost of one week's hire.
3. The school Governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside their control, but the governors shall not be under any liability to the hirer for any loss or damage they may sustain out of such a termination.

3 FACILITIES AVAILABLE

Area	Capacity and other details
School Hall	<p>The capacity is a maximum of 200 people including all organisers/event 'staffing'.</p> <p>Capacity will depend on the type of event e.g. child/adult event, seating in rows, table seating, standing etc. and will be agreed with the School Business Manager prior to booking confirmation.</p>
Studio	<p>Maximum capacity 30 depending on type of event (see above).</p> <p>Capacity to be agreed with business manager prior to booking confirmation. This space is not available for evening or weekend hire.</p>
Individual Classrooms	<p>Maximum capacity 30 depending on type of event (see above).</p> <p>Capacity to be agreed with business manager prior to booking confirmation.</p>
Atrium Space	<p>Maximum capacity 30 depending on type of event (see above).</p> <p>Capacity to be agreed with business manager prior to booking confirmation.</p>
Staffroom	<p>Maximum capacity 20 depending on type of event (see above).</p> <p>Capacity to be agreed with business manager prior to booking confirmation.</p>
School Field	<p>The capacity will be in accordance with the type of event being held e.g. pitches, cars, equipment use etc.</p> <p>Capacity to be agreed with business manager prior to booking confirmation.</p> <p>Toilet/Cloakroom facilities are not included in the hire of the school field. Use of these facilities will need to be negotiated with the school business manager.</p>
Playground/Other outdoor play spaces	<p>The capacity will be in accordance with the type of event being held e.g. pitches, cars, equipment use etc.</p> <p>Capacity to be agreed with business manager prior to booking confirmation.</p> <p>Toilet/Cloakroom facilities are not included in the hire of the school field. Use of these facilities will need to be negotiated with the school business manager.</p>

4 LICENCES/LEGALITIES

1. No excisable liquor shall be sold unless the relevant licence or permission required under the Licensing Act 2003 or any subsequent legislation has been obtained by the hirer and presented to the school at least 5 working days prior to commencement of the hire and the hirer must ensure that any conditions attached to the licence or permission are adhered to.
2. The hirer shall not use the premises or any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
3. If any parts of the premises are to be used for the purpose of gaming or games of chance of any description, the hirer shall be responsible for securing that the provisions of the current Betting, Gaming and Lotteries Act and the current Gambling Act are complied with.
4. The hirer shall be expected to comply with the regulations of the Performing Rights Society.
5. The premises are subject to the normal Sunday trading laws for the time being in force and only restricted items may be sold on a Sunday. Details of these may be obtained from the District Council Offices.

5 HIRERS RESPONSIBILITIES

1. No nail or fastenings of any kind to be driven into or on any wall, partition, pillar or other fittings or furniture.
2. The school equipment is not part of the letting and if required should be applied for in advance.
3. Electrical equipment must not be brought into the premises unless the arrangement has been approved in advance with the hirer and the equipment has been checked and has a current certificate to confirm that it complies with the Electricity at Work Regulations for the time being in force. The hirer is responsible for inspecting and certifying the safety of any non-electrical equipment brought on to the premises by them or their invitees or their agents.
4. The hirer shall repay to the governors on demand the cost of replacing, reinstating or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or their invitees, servants or agents during the period of hire.
5. The Hirer shall not assign the benefit or burden of the hiring or sublet or share possession of the premises or any part thereof.
6. The hirer shall indemnify the school governors and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any person which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.
7. The cloakrooms will be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.
8. All commercial parties wishing to let any part of the school premises must provide their own legal liability insurance, details of which must be provided at the time of booking. The hirer shall arrange insurance to cover the terms of indemnity set out in clause 5.5 and 5.6 above and produce for inspection written confirmation from the insurance company or broker.
9. The school's Hirer's Liability insurance will cover lettings that are non-commercial & non-profit making providing accurate information has been provided by the hirer. This policy carries an excess of £100

liable by the hirer for each and every claim for damages to the premises or contents caused other than by fire or explosion.

10. The wearing of footwear of any kind that is liable to cause damage to the flooring in any part of the school is prohibited. When the premises are hired for the purposes of sales, horticultural shows or other events of a like nature the hirer must protect all floors with a suitable covering.
11. If the event/activity involves children, the hirer or hirers staff/helpers must have the necessary Disclosure and Barring Service (DBS) certificates available for inspection.
12. All functions held on the school premises must end by midnight on the day of hiring. Attention of the hirer is drawn to the District Council By-Laws relating to excessive noise and public nuisance.
13. The hirer must take all reasonable steps to ensure sufficient time is booked to enable setting up and clearing/cleaning after the event. All areas used are to be left in a clean and tidy condition at the end of the function. Additional charge will be made if any part of the premises used during the letting needs cleaning by the school.
14. All property belonging to the hirer must be removed from the premises at the end of the hire unless alternative arrangements have been agreed beforehand. However, the governors do not undertake safe custody of property remaining on the premises. If the caretaker is called in to open up the school on the next morning to enable this an additional cost will be incurred.

6 PROVISION OF STEWARDS

1. The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:
 - a. The orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency.
 - b. Ensuring that all doors giving egress from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use.
 - c. The safety of the premises and the preservation of good order and decency therein.
 - d. Imposing the school 'No Smoking' policy in all parts of the premises.

7 EMERGENCY CONTACT DETAILS

1. In the event of emergency during the period of hire, the hirer should contact the school caretaker, Mrs Carole Sanderson on 01480 437583.
2. In the case of fire, accident or other incident requiring emergency services the hirer should contact the appropriate service (Fire, Ambulance or Police) direct and then contact the school caretaker immediately to inform her.

8 HEALTH AND SAFETY

1. No smoking is permitted on the school premises or grounds.
2. Users of the premises are reminded of their responsibilities under the Health and Safety atWork Act 1974.
3. No persons shall intentionally interfere with or misuse anything provided in the interests of health safety or welfare in line with the relevant statutory provisions.

4. Hirers should have their own First Aid Supplies and ALL accidents, no matter how insignificant, must be recorded and reported to the school following the hire.
5. Hirers should have access to their own mobile phone in case of emergency.

9 FIRE INSTRUCTIONS

1. In the event of a fire the school bell will ring continuously if the smoke alarms are triggered or if one of the 'call points' has been manually activated (breaking the glass).
2. The Fire Alarm system is connected directly to a monitoring service. Should the alarm be activated the monitoring service will contact the fire brigade and school staff.
3. Should the fire alarm sound and after evacuation, the hirer should also call the Fire Brigade on 999 to confirm that they are attending. They should then call the school caretaker.
4. Should the fire alarm sound, the hirer is responsible for evacuating the building immediately. The assembly points are the school car park in Cambridge Square. The hirer should conduct a roll call of those attending and liaise with emergency services.
5. If the fire alarm is activated no person should, after evacuation, enter the premises for any purpose until authorised to do so by the Senior Fire Officer attending.

10 VEHICLE PARKING RESTRICTIONS

There is no parking on school premises unless agreed with the School Business Manager. In this case:

1. Parking of vehicles must be restricted to the designated parking area(s) as stipulated from time to time by the school and must not block safe entrance and exit to the school.
2. The speed limit for vehicles within school grounds is 5mph.
3. The Governors reserve the right to restrict vehicle movements/parking on grassed areas if weather conditions are likely to cause damage to the surface.

11 GENERAL

1. The governors reserve the right unto themselves and their officers, servants and agents a right of entry to every part of the premises at any time when duly authorised so to enter.
2. The hirer must not do in or near the premises any act or thing which may cause the County Council or the school governors to incur or become liable to pay any penalty damages compensation costs, charges or expenses.
3. The hirer must comply in all respects with the provisions of any statutes and other obligations imposed by law or by any byelaws applicable to the hirer's use of the premises.

12 SCALE OF FEES AND CHARGES

1. These are listed in the Lettings Charges document.
2. Revision of charges will be made with effect from 1st April each year.