



## LETTINGS POLICY AND CONDITIONS OF HIRE

This policy sets out Chelmsford County High School's expectations of individuals and groups in respect of the hire of School premises.

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### 1. Usage

- a) An application for letting any School facilities will be made using the official form. All decisions taken in respect of the letting will be made by the Business Manager (in consultation with the Headteacher) and will be final. Applications to hire School facilities are limited to those areas of hire – all other parts of the premises are not to be accessed unless in case of emergency. The Governing Body may refuse or cancel an application to hire the premises if:
  - The premises are required by the School;
  - There has been any damage to the property, or any breach of the Conditions of Hire during previous use of the premises by the hirer;
  - For any other reason the Governors deem it necessary or expedient to withhold the permit.
- b) A Governor, the Headteacher, Deputy Headteacher, Business Manager or any other appointed by the Governing Body shall have the right of entry to the premises during the hire.
- c) The Site Team is instructed by the Governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the member of the Site Team on duty must therefore be followed.
- d) Those that use the School premises are expected to do so responsibly and comply with all conditions of hire and applicable laws. Any act to the contrary may result in the hire being summarily brought to an end and the premises will be vacated forthwith.
- e) The School does not permit the letting of school premises for political or religious purposes.
- f) The School reserves the right to move sessions to other suitable areas within the School in the event of a clash with a School activity.
- g) The School may close the facilities at certain periods of the year.  
For the academic year 2022-23 this will include, **but may not be limited to:**  
Sunday 18<sup>th</sup> September 2022, **Sixth Form Open Evening 2022**, Christmas (Wednesday 21<sup>st</sup> December 2022 – Wednesday 4<sup>th</sup> January 2023); Sunday 19<sup>th</sup> March 2023; Easter (Friday 7<sup>th</sup> – Monday 10<sup>th</sup> April 2023); Sunday 18<sup>th</sup> June 2023; and **Whole School Open Day 2023**. The School is also closed on all public Bank Holidays.

### 2. Statutory Requirements

- a) **Hirers who are booking premises for activities involving children (under 18's) must provide evidence that they have robust safeguarding and child protection policies and practices in place. A copy of this will need to be provided to the School for each hire/annually for year-round hirers. Failure to meet adequate safeguarding requirements will result in termination of the contract with immediate effect and fees will be forfeited.**

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- b) For all public entertainments, it is the hirer's responsibility to inform the local council's Licensing Officer and obtain the appropriate licence. For further information please visit [www.gov.uk/temporary-events-notice](http://www.gov.uk/temporary-events-notice). A copy of this notice should be emailed or sent to the School in advance of the event, for the Site Team to display in accordance with the licensing regulations. Failure to provide such a licence may result in forfeit of the hire.
- c) School premises may not be used for games of chance other than bingo, unless specific permission has been granted by the Governors and appropriate licenses and permissions are obtained.
- d) Hirers must ensure that people attending their event are aware of evacuation procedures and emergency exits. No exits or corridors may be blocked or fire-fighting equipment removed. In the event of a fire alarm, the fire assembly point is at the rear of the building on the School field. Hirers must ensure that guest numbers do not exceed the capacity of the facility as determined by the School and that gangways and escape routes are kept clear.
- e) i) Hirers should complete their own risk assessment of activities on School premises. The School may refuse to allow an activity it considers contravenes UK Health and Safety legislation or guidelines. During the Coronavirus pandemic, additional precautions will need careful consideration and planning to protect all hirers and the school. Government guidelines should be adhered to at all times. Visit [www.gov.uk/coronavirus](http://www.gov.uk/coronavirus) for the latest updates and advice. The school reserve the right to withdraw facility availability until Government restrictions allow safe use practices and hire will be subject to continued monitoring and adjustment pending the pandemic situation.  
ii) In the event of a first aid situation, it is expected that the hirer has provision for first aid management, however the Site Team have basic first aid training to support if required and they do have access to a first aid kit. Any accidents must be reported to the Site Team immediately however, it is the responsibility of the hirer to complete any accident reporting forms and provide the school with a copy. Where the school has no or joint liability for an accident, it is the responsibility of the hirer to comply with all Health & Safety incident reporting. Where the school has liability, partially or whole, this will be reported by the school in accordance with UK Health & Safety guidelines.
- f) Hirers using the services of outside caterers in the School kitchen must provide a valid Food Hygiene Certificate. A site visit must be arranged in advance with the Catering Manager and only specified equipment may be used.
- g) Smoking **or vaping / e-cigarettes** is **not permitted anywhere** within the School buildings or grounds.
- h) Animals are **not permitted anywhere** on site unless by prior arrangement.

### 3. Insurance

It is a requirement of hire that the hirer takes out suitable third-party public liability insurance to cover both accidents to people attending the event and damage to the premises arising out of the hire or a signed waiver must be submitted accepting responsibility for all liability. Hirers will be asked to provide evidence of their insurance cover prior to the hire. The School must be advised in advance if such cover cannot be arranged.

The hirer will indemnify the Governing Body of the School against:

- a) 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 hire of the premises;
- b) Any infringement of copyright which may occur during the hiring.

### 4. Use of Premises

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- a) A member of the Site Team will open up the appropriate part of the premises for the hirer, identify him/herself and provide the Site Team contact mobile telephone number. This person will be available for the duration of the hire.
- b) Hirers will be expected to include within the period of hire all necessary time for setting up and clearing away. If the facilities are not clean and tidy (to include cleaning of surfaces and floors to their original condition) by the booked finish time, the School reserves the right to charge an excess cleaning fee of £150. Should the event overrun by more than 15 minutes, additional charges will apply for each additional half hour or part thereof, in accordance to the agreed hourly fee relating to the facility booked. By prior arrangement only, i.e. at time of booking, the cleaning of surfaces and floors can be organised with our cleaning team at an additional charge. Hire of popular facilities may result in back to back bookings therefore strict timekeeping is essential; a timely finish for all activities is required.
- c) Any damage to the premises or its contents by the hirer must be reported on the same day to the Site Team. Hirers will be liable for the costs of any damage caused to the premises arising out of the hire. No nails, tacks, screws or adhesives should be used on fixtures or fittings.
- d) Hirers will restore all furniture within a room to its original location. The movement of School furniture and equipment between rooms is not permitted, unless previously agreed in writing with the School. No food or drink is to be consumed in the Main Hall without prior arrangement. No use of naked flames due to the sensitivity of our fire alarm system.
- e) Hirers of the Main Hall should note that the grand piano is not normally available for use. No objects should be placed on the piano even if covered. They should also note that there are doors at the front of the stage which lead to an under-stage store. The stage steps will normally be left in front of these doors and they will be bolted. If for any reason hirers move the steps and find these doors unsecured, please notify the Site Team immediately. **No tap shoes to be used in the Main Hall – only on the stage itself.**
- f) No alteration shall be made to any electrical, lighting or heating systems. If the hirer wishes to use the stage lighting, any audio or IT systems, this must be negotiated in advance.
- g) The air-conditioning in the Main Hall is available at an additional charge of £10 per hour.
- h) The hirer is responsible for ensuring good order is maintained throughout the period of hire. In the event of any misconduct, the hirer will be required to vacate the premises immediately.
- i) Pool and astro-turf hire are subject to additional specific conditions detailed in points 6 and 7 below.
- j) Agreement to hire the premises does NOT automatically give rights to parking. The School maintains the right to reserve car parking for its own staff, Governors, guests or other hirers. Parking on site is limited and must be made within the designated parking bays only. All drivers must proceed with extreme caution whilst on site, not exceeding the speed limit of **5mph** at any time. At busy periods, alternative parking can be found at Rectory Lane public car park. During school events, parking may not be available to hirers at all - advance notice will be given.
- k) No advertisements, emblems or slogans shall be displayed outside the School premises without the prior written permission of the School.
- l) All users are to leave the premises quietly in respectful consideration of the School's neighbours.
- m) Hirer specific equipment left on site, is done so at the hirers' own risk.
- n) **In the event of a declared** pandemic, an additional statement is required from each hirer **detailing compliance with prevailing laws and health and safety requirements.**
- o) Hire of the new Sports Hall will be for whole or half use. Marking is outlined for Basketball, Netball and Badminton.

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- p) Spectators **using the** viewing gallery must ensure any children are suitably supervised at all times.
- q) Use of the Sports Hall complex may include more than one hirer. Each hirer should consider this as part of their risk assessment and safeguarding policies duly.
- r) Access to and use of the fitness suite will be allowed for qualified personnel ONLY.
- s) No eating or drinking in the Sports Hall or complex rooms, except for sports-topped water bottles.
- t) No tap shoes to be used in either the dance studio or multi-purpose room.
- u) Suitable footwear should be worn in the Sports Hall. No black-soled shoes and no studs.

### **6. Pool Hire**

- a) Hirers of the pool must provide evidence that there is a qualified life-saver in attendance throughout the hire.
- b) Hirers of the pool must ensure that their level of supervision accords with current ASA guidelines.
- c) Benches are provided for up to 15 spectators and situated against the back wall of the pool area. For safety reasons the benches should not be moved any nearer to the poolside.
- d) If the pool water is compromised, the School reserves the right to charge the hirer for costs incurred relating to cleaning, chemical dosing and water sampling.  
**During any pandemic, amended compliant NOP/EAP regulations apply and spectators will not be allowed poolside.**

### **7. Artificial Pitch Hire**

- a) It is the responsibility of the hirers of the artificial pitch to ensure that they, or those working for them, hold coaching qualifications where necessary. The School will not be liable for accidents resulting from unsuitably qualified staff.
- b) 11 and 9 a side goals are in **fixed** positions. There are two sets of 7 a side goals available to manoeuvre as required, but these must be removed to the side of the pitch prior to the end of session. These goals must be lifted and **not** dragged to protect the integrity of the surface and equipment.
- c) No food or drink is allowed inside the fencing of the pitch.
- d) No persons other than hirers and their teams are allowed access to the pitch.
- e) Floodlight charges will apply from 6pm-9pm during British winter time (GMT). A prompt finish at 9pm is required to enable safe exit from the area, as the floodlights will be extinguished at 9.05pm in line with our permitted licence from the council.
- f) **Only** trainers or astro shoes are allowed on the artificial pitch – no studded footwear to be worn for safety purposes. Please ensure shoes are cleaned of grass and mud using the brushes provided before entering the pitch.  
**During any pandemic, Government guidelines will apply regarding player numbers and group gatherings.**

### **8. Financial Arrangements**

- a) **Payments for occasional / one-off bookings**  
A deposit of 30% is required to secure the hire at the time of booking - this is a non-refundable deposit. The balance will be due 14 days prior to the event.
- b) **Payments for long-term bookings**  
Long-term bookings will be invoiced in advance. The School reserves the right to charge interest and administrative fees at 5% of the total invoice value if it is not paid on time by the hirer. A further monthly interest charge of 3% of the total invoice value is chargeable from the second month of the invoice being overdue.
- c) **Refundable security deposits**

The School reserves the right to charge a security deposit refundable after the event. This sum will offset the cost of any damages or additional expenditure caused by the hire.

d) **Cancellation/Termination**

- Occasional / One-off bookings: there will be no additional charge for cancellation of the hire if the School receives a written notice at least 14 calendar days prior to the event. Any cancellation with less than 14 calendar days' notice will incur the cost of the full hire rate due. The date and time of the booking may be amended by mutual agreement between the School and the hirer with no additional charge to either party. If a booking has to be cancelled by the School due to health & safety related reasons (including but not limited to: adverse weather conditions, floods, major water leaks, pandemics), the School will credit any payments made to the hirer's account (refunds available by request) and the School will not be liable for any further compensation.
- Block-bookings of a term or longer: written notice of one term is required for the termination of the hire. This may be given by either the hirer or the School. Shorter periods of notice may be mutually agreed. There will be no charge or compensation for cancellation of an individual session's hire if the School or the hirer receives written notification from the other party at least 14 days prior to that particular hire date. In the event of a cancellation with less than 14 calendar days' notice, the hirer will incur a fee of 50% of the full hire rate due unless the cancelled event is replaced by another on an alternative date as mutually agreed with the School. In the event that Health and Safety issues arise, the School will credit the hirer for the affected sessions.

**9. Data Protection**

By contacting the School to confirm a letting arrangement, the hirer agrees for the school to hold this information on the school's internal systems in order to execute the terms of the arrangement. This information is not disclosed to any third parties and is used for internal administration only. Please see the following link for further information on the CCHS data privacy policies: <http://www.cchs.co.uk/about-us/privacy-notices/>