

Northway Primary and Nursery School



Lettings Charging Policy

Date of Policy: October 2018
Reviewed on: [25th November 2020](#)
Date approved: 25th November 2020
By: The Governing Board of Northway Primary and Nursery School

Signed:
Chair of Governors

Date of Review: 25th November 2021

NORTHWAY PRIMARY & NURSERY SCHOOL

**Northway
Wavertree
LIVERPOOL
L15 7JQ
Tel: 0151 722 3540**

Application for the hire of the above premises.

Name of Hirer/Organisation(Hirer).

Address

.....Postcode.....

Tel. No.Mobile.....

Email address

Name and Position
of Contact

Location required for hire(Premises)

Purpose of Hire

Date(s) required

Time(s) requiredNo. of weeks.....

Cost per hour Cost per session Total Booking Cost

Any Special requirements? (Please detail)

.....
On behalf of the group named above I confirm that I have read the **terms and conditions of hire** and agree to abide by and adhere to these terms and accept the charges as outlined.

Signature Name (in caps).....

Capacity in which signed..... Date

This form must be completed and returned to the **xxxxx**, at the above address.

NORTHWAY PRIMARY & NURSRY SCHOOL

Hire of Facilities – Terms and Conditions of Hire

General

- 1 The charges specified for the hire of the premises must be paid for within 7 days of receipt of invoice.
- 2 The school reserves the right to refuse or cancel any booking. Monies paid in advance will be refunded in this event subject to the provisions of paragraph 10 below.
- 3 The only specified use is the purpose specified and this is to be conducted at all times in a decent and orderly fashion.
- 4 A right of entry is reserved to the School and their representative at all times
- 5 No large items of machinery or apparatus may be brought on to the Premises without the prior written permission of the School.
- 6 Access is not allowed to any part of the premises other than that which is Specified.
- 7 The Hirer agrees to keep all public areas relative to the hire out clear of any obstructions at all times and to observe the strict NO SMOKING rules.
 - a) The Hirer must complete and vacate the event by the time requested in their application failing which the School will levy additional charges.
- 8 The premises and the School must be left in a clean and tidy order and without damage at the end of the hire out and the Hirer agrees to reimburse the School for all expenses for cleaning and repairs if this condition is not complied with.
- 9 If the School finds that the hire out is likely to be of an objectionable or undesirable nature or not in accordance with the purpose of the request of the application or otherwise in breach of the terms of this agreement then this agreement may be cancelled immediately by the School, without payment of compensation to the Hirer and the Hirer shall forthwith vacate the Premises.
- 10 It is the Hirer's responsibility to obtain any licenses or consents that may be necessary for their event and for the observance thereof.
- 11 The right is reserved for the School's representative to take charge of the premises during the period of hire. Any queries must be directed to them and their decision is final.
- 12 The Hirer agrees as follows:-
 - a) not to use the Premises in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the School or neighbouring or adjoining property.
 - b) not to undertake any act, or other such activity which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might invalidate in whole or any part any insurance effected in respect of the Premises or the School from time to time.

- c) to indemnify the School and keep the School indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement any breach of any of the undertakings on the part of the Hirer contained in this agreement or the exercise or purported exercise of the rights given in this agreement.
- d) to observe such rules and regulations as the School may make and of which the School shall notify the Hirer from time to time governing the use of the Premises.

TERMS AND CONDITIONS TO BE DETACHED AND RETAINED BY THE APPLICANT

- e) not to impede in any way the School or its representatives, servants or agents in the exercise of the School rights of possession and control of the Premises.
- f) the benefit of this agreement is personal to the Hirer and the Hirer shall not sub-hire the Premises.
- g) the School gives no warranty that the Premises are legally or physically fit for any specific purpose.
- h) the School shall not be liable for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or any person present with the consent of the Hirer.
- i) the School shall not be liable for the death or injury to, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liabilities incurred by the Hirer or any persons present with the consent of the Hirer.
- j) in the event that the Premises or any part thereof being rendered unfit for the use for which the Premises have been hired the School shall not be liable to the Hirer for any loss or damage beyond the refund of any payments made in respect of hire which is cancelled as a consequence.
- k) the Hirer agrees that these provisions are reasonable having regard to the charges levied by the School
- l) the Hirer must pay to the School, at the discretion of the school, on the signing of this agreement, a deposit (value to be determined by the school) to be held by the School until the completion of the event as security towards the Hirer's liability for damages to the Premises and/or the School, any cleaning required as a result of the Hirer's use of the School and/or Premises and any other sum expended by the School in remedying any breach of this Agreement by the Hirer. Such deposit or the balance of it not retained by the School shall be repaid to the Hirer 7 days after the event without interest.

Suitable Footwear

1. If your booking relates to indoor facilities (e.g. school hall) it is an essential requirement that participants wear appropriate footwear which **MUST** contain non-marking soles. The need for cleaning of 'scuff' marks from these surfaces will incur additional charges.
2. If your booking is for the outdoor facilities appropriate footwear must be worn.

Cancellation

1. The Hirer must give seven days notice of cancellation of a booking, in such circumstances a full refund of any monies paid will be made subject to a 10% administration charge

2. In addition to provisions contained above in the 'Conditions of Hire' it may be necessary to cancel bookings due to the over-riding demands of school usage. In such instances as much prior notice will be given as possible and any monies paid will be refunded without the deduction of the administration charge referred to above

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Public Entertainment

The school has no alcohol licence. Intoxicating liquor shall not be sold or supplied on educational premises without the express consent of the governors and the obtaining by the Hirer of an occasional licence. Licences are generally required for:

- a. Performing plays
- b. "Public dancing, music or other public entertainment of a like kind" under the Local Government (Miscellaneous Provisions) Act 1982.
- c. Games of bingo.

Hirers must ascertain from the local council whether or not a licence is required for these uses, or for any other use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. (Enquiries should be made of the local council regarding car boot sales on the school premises - there are also VAT implications on car boot sales.)

Where premises are not licensed under the Cinematography Acts no inflammable films or materials of an inflammable nature shall be used.

Hirers of educational establishments are required to furnish details direct to the Performing Right Society, on forms which will be provided by the Society, with such particulars of the musical works publicly performed at the entertainments, as are reasonably required, to enable the royalties paid to be distributed to the parties interested in those works.

When commercial sound recordings (gramophone records, tape, CD recordings and the like) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Ltd, Evelyn House, 62 Oxford Street, London, WIN OAN. Application forms may be obtained on request.

On days when school is in session, articles such as pianos, tables, flowers, etc. may not be delivered at the school before 4.00 pm on the day of use, unless arrangements for earlier delivery are made with the site manager. Within a reasonable time after the hire the Hirer shall proceed to remove all chairs or other furniture, decorations and other materials introduced onto the premises.

Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval from the site manager.

Stage Lighting and Equipment

Where hire involves the use of stage lighting and stage equipment this should only be used by a competent person, or persons, it will be the responsibility of the Hirer to confirm that competency. A formal risk assessment will be required for such an activity.

Health and Safety

There is joint responsibility on the school and the hirer to ensure that health and safety requirements are understood and provision made to ensure that such requirements are maintained.

The hirer must notify the school of any risks that may be involved in their activity and provide a written statement as to how those risks will be controlled. It is the responsibility of the Hirer to undertake suitable risk assessments associated with their activities and supply these to the school on request.

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NORTHWAY PRIMARY & NURSERY SCHOOL

Hire of School Premises

Scale of Charges for the following locations:-

	Normal Charge	Sunday and Bank Holiday
School Field		
- full pitch	£ per hour	£ per hour
- half pitch	£ per hour	£ per hour
School Hall	£ 17.50 per hour	£ 250 per day
First Classroom	£ per hour	£ per hour
Subsequent classrooms (as part of same booking)	£ per hour	£ per hour

(Concessionary charges of up to 50% of the 'Normal Charge' may be applied at the discretion of the **xxxx** in respect of voluntary groups or groups involving children during school holiday periods between the hours of 9.00am and 4.00pm). Bookings in excess of two consecutive hours may also attract discounts at the discretion of the school)

No provisions are included for the hire of equipment beyond furniture located within the area of hire

Other facilities may be available at the discretion of the school charges associated with such requests will be assessed by the school when requested by the Hirer

All costs above are inclusive of caretaker's services. Car parking facilities are available though vehicles parked are done so entirely at the owners risk and the Hirer is

responsible for communicating this information to those in its group. Hirer's are responsible for removing all litter or other self generated debris from site.

YOUR ATTENTION IS DRAWN TO THE THREE PAGE DOCUMENT RELATING TO TERMS AND CONDITIONS OF HIRE WHICH ACCOMPANY THIS INFORMATION AND IN PARTICULAR THE PROVISIONS WITH REGARD TO INSURANCE

Effective 1ST September 2018

TO BE DETACHED AND RETAINED BY THE APPLICANT