



Appendix 8 – Lettings Policy

	Name of School	Corbets Tey School
	Policy Review Date	11 November 2020
	Next Review Date	Autumn 2021
	Reviewed by	Governor Name: Julie Lamb Governor Signature: 

School Lettings Policy

Equality Impact Assessment

The school aims to design and implement services, policies and procedures that meet the diverse needs of our service, population and workforce, ensuring that none are placed at an unreasonable or unfair disadvantage over others. In the development of this policy, the school has considered its impact with regard to equalities legislation.

Policy Objectives

With regard to letting of the school premises and site facilities, the governors recognise the following principles:

- That school premises represent a significant capital investment and should be fully utilised;
- That school premises are a valuable resource that should also benefit the local community;
- The school will ensure that the wider community will have knowledge of and access to our new Indoor Soft Play facility;
- That educational usage, education premises constitutes a natural priority;
- That a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating an education or charitable activity by Priority Users.

Priority Usage

For the purpose of charging the school has classified two categories of user:

- Priority users;
- Private users.

The definition of a Priority User is:

- Charitable Users - These are individuals, groups or organisations who have charitable status or operate for charitable purposes;
- Subsidised Users – These are individuals, groups or organisations who have a direct link to the school through pupils, staff or other relationship.

(pre-approved staff organised events, raising money to benefit the school pay a flat fee of £100 to cover cleaning and admin costs)

The definition of a Private User is:

- Private Users - These are individuals, groups, members of the local community and organisations who have no formal connection to the school.

Conditions of Hire

The school have outlined the Conditions of Hire in the Hire Agreement, from page 38 in this document.

Administration of Lettings

General

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the Headteacher.

Variations

On most occasions the published charging policy should be followed. If a special request is made to deviate from the published charging policy, a request should be made to the Headteacher who can use their discretion to amend the charges if appropriate.

Lettings Documentation

All formal hiring of the school's premises, including those for which no charge is made shall be properly documented. All hirers must fully complete a letting's hire agreement and must provide all requested documentation with regard to health and safety and safeguarding of children while on school premises. Hirers are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

Induction

A lead representative of the hiring group or organisation must undergo a formal induction before the commencement of the letting to ensure that they are aware of all health and safety information and procedures. The Hirer Induction Checklist on page 30 must be completed and signed by both the hirer and the school representative (usually the site manager) delivering the induction. The lead representative who has undergone the formal induction must ensure that all adults present at activities during the letting are fully aware of the health and safety procedures. A formal induction should be repeated annually.

Facilities Hire Price List

In arriving at their scale of charges the governors have followed the following principles:

- That priority users will be charged to at least cover cost, (unless the Headteacher has authorised a deviation from the published terms);
- That private users will be charged to cover cost, plus an income margin for the school;
- That there will be parity of treatment for similar users;
- That overall the cost of letting school facilities will be recovered from users.

For the purpose of charging, the Headteacher is empowered to determine to which user group any particular individual or organisation belongs. The basis of charging will be determined by the user group (i.e. the nature of the lettee's relationship with the school) and the purpose for which a letting is arranged.

The Facilities Hire Price List is shown at page 31 of this document.

Discounts

Discounts are incorporated into the price list depending on nature of the hiring body. However, the Headteacher can grant variations to the standard charges in exceptional circumstances.

Value Added Tax

The school is required by law to apply value added tax to all transactions where this is appropriate.

Minimum charges and deposits

The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Payment methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore, payment at the time of booking is expected. Direct bank deposit, cheques or cash are acceptable. An official receipt will be issued in all cases. Where a booking is made for a full academic year, payment will be required in advance termly instalments.

Extension of Credit

The governors will allow the Headteacher to extend credit to bona fide local organisations and individuals where they are satisfied that these are credit worthy. In all the cases the governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official school invoice will be issued. The governors have chosen to delegate the approval of credit facilities to the Headteacher. The administrative staff will keep a list of hirers and a record of their payments. In all cases where credit is advanced the invoice is to be raised at the time of booking.

Security

The governors will not normally insist upon continuous caretaking presence. However, they reserve the right and delegate power to the Headteacher to insist upon caretaking presence where in their view the nature of the hiring may leave the school vulnerable to theft or damage.

Review of Policy

The governors will review the policy annually including the scale of hire charges for the forthcoming year.

Relevant forms and documents

- School lettings induction checklist (page 30)
- Facilities Hire Price List (page 31)
- Booking Form - Application to Hire Premises (page 32)
- Pool Hire Rules (page 37)
- Full Conditions of Hire (page 38)

School Lettings Induction Checklist	Done √ or NA	Further action or notes
SITE		
Hirer informed of:		
Capacity limit		
Normal access and exit (escape) routes		
Parking arrangements		
Seating arrangements		
Access and location of toilets / changing		
Access to drinking water		
Power supply		
Procedures for reporting of hazards or H&S issues		
SECURITY ARRANGEMENTS		
Hirer agreed to:		
Ensure all fire exits necessary will be open during event		
Ensure Security of School site during event		
Ensure that premises will be returned to “normal”		
Secure premises after event		
Leave school clean & tidy after event		
Control of numbers (not to exceed maximum capacity)		
Ensure access to first aid box(es) – to be available, stocked and accessible		
Ensure that First Aiders provision is sufficient		
EMERGENCIES		
Hirer informed of:		
Any special procedures for event		
Emergency procedures		
Location of first aid equipment		
How to use the phone system		
Fire alarm		
Call points		
Firefighting equipment		
Assembly points		
Procedures for recording / reporting of incidents		
Hirer has been given:		
A plan showing above locations		
A tour of the above locations		
Copy of relevant sections of school health and safety policy and risk assessments		
Responsible person identified?		

Signed by Hirer _____ **Date:** _____

Print Name: _____ **Position:** _____

Signed by Inductor: _____ **Date:** _____

Print Name: _____ **Position:** _____

APPENDIX 8 - CORBETS TEY SCHOOL – LETTINGS POLICY

Corbets Tey School Facilities Hire Price List as of November 2020

	Soft Play. Capacity 20 inc. parents/ carers.	Sensory Playgrounds Capacity 50 (no toilet block/ building access).	Field and Playground (no toilet block/ building access).	Outdoor Toilet Block.	Classroom. Capacity 20.	Main Hall. Capacity 100. Weekday evenings and weekend daytime.	Main Hall. Capacity 100. Weekend evenings, 5pm- 9pm.	Swimming Pool. Capacity 20. Lifeguard and staff supplied by school.	Swimming Pool. Capacity 20. Lifeguard and staff supplied by hirer.
Private User Per Hour	£50	£50	£30	£10	£50	£40	£80	£105	£85
Priority User Per Hour	£30	£30	£20	£10	£50	£40	£60	£85	£40

All bookings are subject to:

Annual admin charge **£30**

Cleaning/maintenance charge per session **£32.50**

Booking Scenarios/Examples of private users one off sessions:

1 Hour Use	Sensory Playgrounds	Outdoor Toilet Block	Annual Admin Charge	Cleaning Charge	Total to Pay
Price	£50	£10	£30	£32.50	£122.50

2 Hour Use	Soft Play	Sensory Playgrounds	Annual Admin Charge	Cleaning Charge	Total to Pay
Price	(£50x2hrs) £100	(£50x2hrs) £100	£30	£32.50	£262.50

Booking Scenario/Example of a Priority User's block booking for an after school club:

1 Hour Use X 5 weeks	Field and Playground	Outdoor Toilet Block	Annual Admin Charge	Cleaning Charge	Total to Pay
Price	(£20x5wks) £100	(£10x5wks) £50	£30	(32.50x5wks) £162.50	£342.50

Pre-approved staff organised events, raising money to benefit the school pay a flat fee of £100 to cover cleaning and admin costs.
Any additional staffing (eg: first aider, site manager presence will be at an additional cost of £32.50 per hour).



Application to Hire Premises of Corbets Tey School

Please return the completed booking form to:

Site Administrator
Corbets Tey School
Harwood Hall Lane
Upminster
RM14 2YQ

Telephone: 01708 225888
Site Manager Mobile: 07833 342146 (Dave Hawkes)
Admin Email: khoffman@corbetstey.havering.sch.uk

Applicant: (full name): _____

Home Address: _____

Telephone No: (Home): _____ (Work): _____

Society/Organisation: _____

Organisation Address: _____

Facility/Facilities Required: _____

Purpose of Hiring: _____

Day	Date	Time	
		From:	To:

Guidance issued by the Department of Education on safeguarding of children and young people, requires that we obtain certain information from all organisations involved in activities with children and young people at our premises.

Corbets Tey School is committed to safeguarding and promoting the welfare of children and young people. Accordingly we expect all staff, volunteers and third parties at our premises to share this commitment.

Please detail your group or organisation's experience in delivering this service with young people: _____

Please detail any formal complaints that have been made with regard to accidents, health and safety or safeguarding incidents within your group or organisation: _____

Please detail your procedures for keeping records and registers of all children involved in your organisation's activities at our premises: _____

Please give details of your organisation's registration with appropriate national registered bodies (e.g.: Integrated Youth Service, F.A., etc.): _____

If providing childcare, please confirm that the organisation is registered with Ofsted and the registration details:

If the organisation is using potentially hazardous equipment provided by the school then it will be operated by suitable trained staff and it will be supervised at all times by an adult member of staff. Please give details of the arrangements you will put in place: _____

Please tick to indicate that you have provided the following at the letting appointment:

a.	Original Enhanced Disclosures or confirmation letters issued for all adults involved in the group activities, which show the Disclosure number and date of issue	
b.	Your organisation's current, signed Child Protection Policy or Safeguarding of Vulnerable Adults Policy	
c.	Your named Child Protection/Safeguarding Adults Coordinator's CP Training Certificate. Please supply the coordinator's name:	
d.	Your organisation's current, signed Allegations Policy	
e.	If you intend to store or administer medication on our premises, your organisation's current, signed Storage and Administration of Medication Policy	
f.	If you intend for your staff to carry out intimate care of children or young people on our premises, your organisation's current, signed Intimate Care Policy.	
g.	If you do not intend to carry out intimate care or administer medication, we will require a signed statement to confirm this.	
h.	First aid qualification certificates for staff and volunteers who will be present during your organisation's activities at our premises (we will require that at least one member of staff/volunteer has a current certificate).	
i.	Qualifications held by staff and volunteers who will be present during your organisation's activities at our premises	
j.	Your organisation/group's Public Liability Insurance Policy - minimum £2,000,000 (£5,000,000 for commercial organisations).	
k.	All risk assessments that have been carried out for all on-site activities (it is a requirement that these are completed)	

APPENDIX 8 - CORBETS TEY SCHOOL – LETTINGS POLICY

Please list all staff and volunteer’s names who are involved in your organisation’s activities at our premises and their DBS disclosure details (we will require sight of documented proof at the initial letting appointment):

Name	Disclosure Number	Date of Issue

NB: These must be the adults that actually attend the sessions. If we do not have DBS details for adults who attend on the day, we will be forced to cancel the session.

Declarations:

I, _____ (Person in Charge of Letting)

on behalf of _____ (Group or Organisation Name)

do hereby apply for the use of accommodation and facilities stated. I have read and agree with the conditions of hire. If my application is approved, I will ensure that payments are paid in advance of my letting. I hereby declare that I am responsible for ensuring that appropriate checks have been carried out for all staff and volunteers who are involved in activities at our premises and that an appropriate number of qualified first aiders are present during activities (and qualified lifeguards during swimming activities). I will ensure that the nominated person in charge:

(name of person in charge)

and the nominated first aid trained person:

(name of first aid trained person)

will be present during activities at all times and will be present until the last person included/associated with our activities leaves the school site.

Group leaders and/or nominated person have received Health and Safety induction specific to this activity and this site.

I understand and agree to report any health and safety issues or any potential hazards on our site immediately to the site manager on the above numbers.

I give my assurance that any security swipe cards or padlock codes provided to me by the school in order for me to gain entry will not be passed on to any other person and I will make every necessary efforts to conceal this information from others.

We reserve the right to attend sessions to verify the purpose of the Letting is operating within our 'Terms and Conditions' at any point in time.

I understand that while all reasonable checks have been made as part of this letting the school accepts no responsibility for the quality of the hiring organisation's policies, risk assessments or provision.

Signature of Applicant: _____

Date: _____

To be completed by the school

I, _____ (name of Headteacher or Deputy)

on behalf of Corbets Tey School hereby agree for

_____ (name of group/organisation)

to use the school facilities on _____.

Signature of Headteacher or Deputy: _____

Date: _____

Pool Hire Rules

Pool Organisation

- ≈ At least one attendee has a current first aid certificate
- ≈ The swimming teacher will have the **overall authority** to make decisions regarding **health and safety and behaviour issues** during sessions and may request a change in activities and behaviour;
- ≈ All children must be accompanied by a responsible adult over the age of 16 years;
- ≈ One qualified lifeguard will organise activities and observe the pool during sessions;
- ≈ **Parents/Carers must be prepared to adhere to any requests from the swimming teacher;**
- ≈ The number of swimmers are restricted to a maximum of 20 per session;
- ≈ Swimmers who may suffer from any level of incontinence should wear waterproof lined swimwear/nappies or suitable tight fitting swimwear.

Parent/Carer Role

- ≈ Parents/carers are responsible for their own children **at all times** during sessions.
- ≈ Adult parents/carers must only enter changing rooms of their gender (regardless of their children's gender);
- ≈ Parents/carers must bring swimwear to sessions. It is the **swimming teacher's discretion** if carers are required to be in the water to support their child (this may be decided by the swimming teacher either before or during the session);
- ≈ Parents/carers should ensure that none of their children enter the pool before the session start time or stay beyond their session end time;
- ≈ All adults must ensure that the gate to the pool is closed and locked using the bolt and clip fastener when entering or exiting the pool area;
- ≈ All adults must be vigilant in observing their children either from the poolside or from the water throughout the whole session;
- ≈ Parents/carers are responsible for taking their children to the toilet during sessions and when dressing/undressing in the changing rooms.

Expected Behaviour

- ≈ Shoes should be taken off outside the pool building unless a disability prevents this;
- ≈ No jewellery to be worn whilst swimming except ear studs;
- ≈ No running on pool side;
- ≈ No jumping, diving or bombing into the water;
- ≈ No throwing objects;
- ≈ No climbing over dividing wall from one pool to another. To change pools, steps must be used to exit one pool and to enter the other;
- ≈ Play activity must not include lifting children above the surface of the water and dropping/throwing into the water;
- ≈ No eating in the changing rooms or poolside area;
- ≈ All children 8 years and above must use changing room of their gender only;
- ≈ All children should go to the toilet before entering the swimming pool;
- ≈ All children and adults should shower before and after swimming;

Persistent disregard for any of these rules may mean that your child/children cannot safely be accommodated at the session and may be asked to leave.

Full Conditions of Hire of School Premises including the Hydrotherapy Swimming Pool

1. School Premises

School premises includes, but is not limited to, school buildings, school grounds and playing fields.

The letting of school premises is at the discretion of Corbets Tey School and its staff.

The letting is for the accommodation specified in the letting agreement and does not include other parts of the school that are not specified.

2. Applications

All correspondence and applications for the hire of premises covered by these conditions must be made directly to the school site manager. The school reserves the right to call for further particulars of any proposed hiring. All applications are subject to approval by or on behalf of the Governing Board of the school. The Governing Board and/or the Headteacher reserve the right to refuse to grant hiring without giving a reason.

3. Hirer

The minimum age of the principal hirer of the premises/accommodation, their nominated person in charge and first aid trained person present must be 18 years. The nominated responsible person and the first aid trained person present can be the same person but they must be present during activities at all times and remain present until the last person included/associated with your activities leaves the school site.

It is the responsibility of the hirer to ensure that a current address and telephone number is left with the school in case of emergencies.

Hirers are responsible for the provision of the own qualified First Aiders.

Hirers providing professional services to members of the public are required to produce their qualification certificates to the School. A copy of these will be kept on file by the school.

The principal hirer shall be personally responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.

It is the responsibility of the principal hirer to ensure that users covered under their letting agreement comply with the conditions of hire.

4. Hiring during certain periods

Applications may be accepted for the whole of the academic year subject to there being no problems in respect of caretaking, cleaning and carrying out of maintenance work.

5. Right of Entry

The School's Governing Board, Headteacher and Site Manager reserve to themselves, and their officials, the right to enter at all times on producing evidence of their identity.

6. Preservation of Order

The Hirer is responsible for the preservation of good order during the hiring of the school premises and for repairing or compensating any damage that may be caused to the school property as a consequence of the hiring. In the event of any such damage, the Governing Board and/or Headteacher may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation. At any

hiring to which members of the public are admitted, the Hirer shall provide an adequate number of stewards who shall be present throughout the hiring.

Hirers are asked to contain users within the area booked and ensure that children are supervised by competent adults at all times. Hirers must keep a record of user names and emergency contact details during the hire period and registers should be maintained to check all users in and out of the premises before and after the session.

Whilst every care is taken by the school to ensure the safety of all guests whilst on the premises, the school takes no responsibility for the well-being of any guest that behaves in a careless manner that could cause either danger to themselves or others.

The school accept no responsibility for loss or damage to property, vehicles of customers, members and guests of the school.

7. Care of Premises

Parking is permitted in designated areas only which will be confirmed at the time of hire agreement.

Hirers are responsible for ensuring that the premises/field/swimming pool is left in the same condition as it is found. Hirers are expected to clean and tidy areas used after the hire session.

Hirers are responsible for any breakages or damage found after their letting.

Any breakages or damage noticed prior to the commencement of the letting should be reported to school staff and documented to prevent a later disagreement.

No nails, tacks, screws, etc., shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.

The premises is made available in its existing state and condition and neither the Governing Board and/or Headteacher can warrant or represent that it is safe and suitable for the holding of the function for which the premises has been hired and/or the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said premises during the period that it is used for the function.

The Hirer shall secure the removal from the premises, as soon as practicable after the function, all litter or other rubbish left on the premises in the course of, or produced during, the period of hire which the Governing Board, Headteacher and/or Site Manager require to be removed.

Smoking is not permitted on school premises at any time.

8. Swimming Pool

Whenever the Hirer is permitted to use school swimming pools, the following person shall be in attendance throughout the whole of the period during which the Hirer and his invitees make use of the pool:-

- a) Where the maximum depth of water does not exceed 1 metre – two adults, one of whom shall be competent in the current principles and practice of resuscitation.
- b) Where the depth of water exceeds 1 metre – two adults, one of which should be a qualified lifesaver and one other adult who shall also be a swimmer.

Hirers of the swimming pool are required to provide their own qualified lifeguards or engage the services of a qualified lifeguard from Corbets Tey School / Cridders Swim School.

The Hirer and all users must comply with the Pool Hire Rules shown on a separate page.

Attention is drawn to the Normal Operating Procedure (NOP) and Emergency Action Procedure (EAP), which should be read before the hire period and procedures adhered to.

9. Additional Conditions

The following additional conditions shall apply when the use of school premises is permitted for activities of a potentially hazardous nature (including but not limited to sports and dancing):

No preparation shall be used for polishing the floors

The wearing of footwear which might cause damage to floors is not permitted.

Hirers of the field for football activities must ensure that football boots are not worn in any of the buildings at any time.

10. Catering Services

The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments or providing decorations etc. comply with all current legislation, including but not limited to legislation relating to food, food hygiene, health, welfare, safety, employment matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used the next day, or in any case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him in this connection.

Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the Governing Board, Headteacher or Site Manager and the cost of doing so shall be paid by the Hirer.

11. Light Refreshments

Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and where special approval has been given by the Governing Board.

12. Seating Accommodation

The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approval layout, which exists for the premises. Further provision may be made by the Hirer at his own expense, subject to the approval of the Governing Board.

School furniture (other than chairs for use in halls) shall not be moved except by arrangement with the Site Manager.

13. Time Limits for Hiring

Subject to provisions of Condition 12, hiring shall terminate no later than 11.00 p.m. unless written authority from the Governing Board and/or Headteacher (showing the time of extension) has been obtained. The Hirer and his invitees shall vacate the premises immediately and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

14. Copyright and Performing Right

The Hirer shall not infringe any subsisting copyright or performing right. Should the Hirer infringe these rights, any permission previously granted by the Governing Board and/or Headteacher to use the school premises, shall be immediately cancelled and the Governing Board and/or Headteacher shall have the right to recover fees, charges or any other payments referred to in these Conditions.

The school does not hold a public entertainment licence and therefore it is prohibited to hire the premises for public playing of music/ entertainment for personal gain or reward.

The Hirer shall indemnify the Governing Board and/or Headteacher from and against all actions proceedings, costs, claims or demands whatsoever, arising out of infringement of copyright or performing right occurring during the period of hire.

15. Electrical Systems

Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governing Board and/or Headteacher.

16. Stage and Spotlighting

If stage lighting and spotlights are required, it must be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment must be carried out by a competent person named and approved in advance.

17. Fees and Charges

a) The Hirer may be asked to pay to Corbets Tey School with, and in addition to, the payment charge appropriate to the hiring, such amount by way of deposit as may be determined by the Governing Board. In the event of damage occurring during the hiring, the deposit may be retained and applied towards the cost of repairing any such damage. Any balance not so applied will be returned to the Hirer.

b) Corbets Tey School reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these conditions have not been complied with.

c) Corbets Tey School reserves the right to refuse to accept payment by cheque.

18. Payment of Charges

All lettings are payable in advance unless otherwise agreed verbally or in writing by the Site Manager/Finance Officer.

Special arrangements may be made for payment for a series of bookings.

19. Termination/Postponement of Letting Agreement

The school reserves the right to cancel any letting, without notice, in case of emergency, for safety reasons, or any other cause outside its control. Where a letting is cancelled in this manner, fees may be refunded to the Hirer, but neither the Governing Board nor Headteacher shall be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

Misuse of the premises, physical or verbal abuse by hirers, its members, or associated persons, may constitute in the letting being terminated and full monies being claimed. Non-payment of lettings will also constitute the letting being cancelled by us forthwith and all additional monies being claimed.

Hirers will be allowed to cancel or postpone such bookings on the following conditions: If 24 hours or more notice is given no cancellation fee will be payable and if less than 24 hours notice is given, full fees will be payable, unless in either case, it is otherwise decided by the Governing Board and/or Headteacher.

20. Insurance

Hirers are required to take out their own personal injury/public liability insurance, as these are not covered by the school during lettings.

The Hirer shall insure against their liability at law for accidents resulting in injury to persons (including injury resulting in death) or damage to or the loss of property arising from the use of the

premises including the liability assumed under Condition 20. The amount of the insurer's liability must be not less than £2,000,000 in respect of any one accident or occurrence.

For all commercial organizations the public liability insurance must be for a minimum amount of £5,000,000.

21. Indemnity

Neither the Governing Board nor Headteacher shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Governing Board and/or Headteacher, the school's servants or agents acting within the scope of their authority).

The Hirer will indemnify and keep indemnified the Governing Board and/or Headteacher and the school's servants or agents from and against all claims and liability in respect of such injury or damage and all claims, actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).

22. Entertainment Programme

The Hirer shall, if called upon to do so by the Governing Board, Headteacher or Site Manager, furnish for approval a copy of the programme of any entertainment to be given during the hiring and, in that event, no entertainment shall be given except in conformity with a programme which has been approved. Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 21, unless it is decided to remit such fees.

23. Intoxicating Liquor

Intoxicating liquor shall not be sold or supplied on school premises unless written approval in advance has been obtained from the Governing Board and/or Headteacher subject to the Hirer obtaining any necessary licence and submitting a copy of this to the Governing Board/Headteacher.

24. Licensing

The premises hired shall not be used for cinematography exhibitions, public dancing, singing music or other public entertainment of the like kind, boxing, wrestling or the public performance of plays, for which a statutory license for the premises is required under any Act of Parliament, unless such a license has been so granted in respect of the premises and the Hirer shall strictly obey and observe all the requirements laid down in the license.

25. Compliance with License Conditions and Regulations

The Hirer is required, where appropriate to his hiring and where the premises hired are licensed under any Act of Parliament, to acquaint himself with, and comply with, the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to such license, or of any, including these conditions, then, without prejudice to the right of Corbets Tey School acting by itself or through any other appropriate Board on its behalf to enforce any liabilities already incurred by the Hirer under these conditions, the Governing Board reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith to forfeit all sums paid by the Hirer and to refuse to grant any further application from him for the hire of school premises.

26. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968; Section 4, when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.

27. Children's Entertainment

The following provision of Section 12 of the Children and Young Persons Act 1933 must be strictly complied with:-

Where there is provided in any building an entertainment for children, or an entertainment at which the majority of persons attending are children then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part thereof can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment, he shall take all reasonable steps to secure the observance of the provisions of this section.

If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine and also, if the building in which the entertainment is given is licensed under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the license shall be liable to be revoked by the authority by whom the license was granted.

A constable may enter any building in which he has reason to believe that such an entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect and an officer authorised for the purpose by any authority by whom licenses are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.

28. Representation of the Peoples Act

It should be noted that the Representation of the Peoples Act indicates that schools may not be used at any time as "a Committee Room for the purpose of promoting or procuring the election of a candidate". The Act does not allow schools to be used on the day of the poll for the holding of public meetings in furtherance of any person's candidature at a Parliamentary or Local Election.