



BELMONT SCHOOL
 (Additionally Resourced Mainstream School)

Lettings Agreement
OCTOBER 2023



<p>UNCRC Article 19 - Every child has the right to protection Global Goal 3 - Good Health and Well-being Ensure healthy lives and promote well-being for all at all ages Global Goal 10 - Reduced Inequalities Reduce inequality within and among countries.</p>	
Head Teacher	
Name	Mrs P Aggarwall
Chair of Governors	
Name	Mr M Kara
Date Ratified	10 th October 2023
Review Date	September 2024

Belmont School

Terms and Conditions
of the
Letting of the School Premises

INTRODUCTION

- (A) The School will make available its premises for use by an individual, community groups, non-profit making organisations or commercial organisations (the Hirer). However the School's overriding objective is to the provision of education for its pupils and any lettings of its premises will be considered with this in mind.
- (B) The use of the School's premises is permitted under the following conditions, which may change from time to time.
- (C) A letting is defined as any use of the School's premises by the Hirer, regardless of whether a letting fee is charged and subject to the terms of this agreement.
- (D) The Hirer shall be the named individual (who must be over 18 years of age), community group or commercial organisation on the booking form who will be responsible for payment of all fees or other sums due in respect of the letting. The hire period will be as stated in the booking form.

1. RESPONSIBILITIES OF THE SCHOOL

1.1 For the duration of the letting period, the School will be responsible for ensuring the following provision:

- (a) Adequate means of escape in emergency and adequate equipment available for use should an emergency situation arise. This includes fire extinguishers and access to a telephone.
- (b) Adequate heating, lighting and ventilation. This includes external lighting where required.
- (c) Provision of safe equipment (details of any equipment made available to the Hirer will be as stated in the booking form).
- (d) Arrangements are in place to ensure the security of the School premises at the end of the letting period if appropriate.

2. RESPONSIBILITIES OF THE HIRER

2.1 For the duration of the letting period, the Hirer will be responsible for ensuring the following:

- (a) That all their attendees are made aware of the fact that they are attending the School premises at their own risk.
- (b) A named person to take responsibility for the conduct of all people present for the letting period and ensure that they behave in a safe manner and do not create risks to themselves or others.
- (c) Where necessary, an agreed number of supervisory staff, wearing identity apparel must be present to control access and behaviour of the people attending the premises; the number of such supervisory staff required to be determined by the head teacher at the time of the booking.
- (d) No School equipment, other than that specified at the time of letting and on the booking form is used. School furniture shall not be moved by the Hirer except by arrangement with the Caretaker or person informed by the School to the Hirer as holding custodianship for the time being, for example a relief caretaker.
- (e) Facilities and equipment are used in a responsible manner so that it does not compromise the safety of the users, premises or equipment.
- (f) Familiarity with the location of emergency equipment, such as fire extinguishers, alarms, telephone, and first-aid facilities; and that normal and emergency procedures are followed.
- (g) Establishing an emergency evacuation procedure detailing who will be responsible for coordination, calling emergency services, and where to assemble. Consideration should also be given to the needs of any disabled participants.
- (h) Keeping emergency exits, fire extinguishers and alarm points free from obstruction.
- (i) Ensuring adequate walkways are available to allow free and easy access and exit.
- (j) In the event of an accident the School must be informed as soon as reasonably possible.
- (k) Strictly no use of gas cylinders or canisters used inside the premises and combustible materials placed away from heat sources.
- (l) Strictly no use of flammable, naked flames and/or hazardous substances (including but not limited to the restrictions under the **Fire Precautions Regulations 2003** as may be amended from time to time) including the use of candles, oil heaters and lamps, and mobile cooking devices.
- (m) Making arrangements to ensure the premises are secured at the end of the letting period if appropriate.
- (n) No nails, tacks, screws, are driven into or fixed to walls, floors, ceilings, furniture or fittings, and no decoration of any kind shall be put up.

- (o) Ensure that footwear likely to damage the floors is not worn on the School premises.
 - (p) Litter and property belonging to the Hirer or their servants or agents, is removed by the Hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the Hirer.
 - (q) Ensuring that the School premises used are left in a clean, neat and tidy condition. If in the opinion of the Caretaker the premises are not left clean, the Caretaker will clean the premises and the cost will be recovered from the Hirer and/or the refundable deposit or a percentage thereof will be retained by the School.
 - (r) Any damage, litter or disorder detected on arrival at the School premises must be reported immediately to the Caretaker, and later to the School.
 - (s) Where classrooms are hired for use, the pupils' property, work and School equipment is not interfered with in any way.
 - (t) Alterations to lighting or heating systems are forbidden.
 - (u) To park in designated areas, leaving access for emergency vehicles.
 - (v) Ensure no excessive noise or annoyance is caused to local residents.
- 2.2 Payment to secure the reservation must be made no later than 21 days before the date of the proposed use. The School reserves the right to cancel the booking if this clause 2.2 is not adhered to. Recognised photographic identification such as a valid passport, photo card driving license or UK immigration card must be presented to the School at the point of the booking application.
- 2.3 Details of any speaker, artist or performer invited to participate must be provided to the School to include: full name, nationality, occupation, current address and date of birth, at least 14 days prior to the event.

3. TIPS/GRATUITIES

3.1 The Hirer shall not:

- (a) offer or agree to give any person working for or engaged by the School or the London Borough of Harrow (the Authority) any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this agreement, or any other agreement between the Hirer and the School and the Hirer and the Authority; or
- (b) enter into this agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the School or the Authority by or for the Hirer, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the School and the Authority before execution of this agreement.

- 3.2 If the Hirer (including any of the Hirer's Staff) in all cases whether or not acting with the Hirer's knowledge) breaches this clause 3 or the Bribery Act 2010 (including any subordinate legislation made under the Bribery Act 2010 from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation) in relation to this Agreement or any other contract with the School and the Authority, the School may terminate this agreement by written notice with immediate effect.
- 3.3 Any small gift of appreciation by the Hirer must be passed on to the Head teacher.
- 3.4 Any termination under Clause 3.2 shall be without prejudice to any right or remedy that has already accrued, or substantially accrues, to the School and or Authority.
- 3.5 Any dispute relating to the interpretation of this Clause 3 or the amount of value of any gift, consideration or commission shall be determined by the School and the decision shall be final and conclusive.

4. DISCLOSURE AND BARRING SERVICE CHECKS

- 4.1 The Hirer shall ensure that if it or any individuals engaged by it including its staff, volunteers and member of management committee undertakes any Regulated Activity as defined by the Safeguarding Vulnerable Groups Act 2006, then it must ensure that a valid enhanced disclosure check for regulated activity is undertaken through the Disclosure and Barring Service (DBS); and monitor the level and validity of the checks for each individual engaged by it.
- 4.2 The Hirer must not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to the people present at the premises.
- 4.3 The Hirer warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Hirer during the use of the premises is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 4.4 The Hirer shall immediately notify the School of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 4 have been met.
- 4.5 Harrow LSCB (Local Safeguarding Board) have launched the Green Book which is for all community, voluntary, faith and private sector organisations in Harrow that work with children and young people. This book gives complete guidance, support and advice to organisations on their obligations when dealing with children and young people. It is available on line at: <http://www.harrowlscb.co.uk> Training and support is also available via the Harrow LSCB Outreach team at VAH (Voluntary Action Harrow). They can be contacted on 020 8861 5896.

5. USE OF PREMISES

5.1 The premises may normally be used only between:

- 6.30pm to 10.00pm Monday to Thursdays inclusive
- 6.30pm to 11.00pm Fridays
- 9.00am to 11.00pm Saturdays
- 9.00am to 10.00pm Sundays

When you specify the time required on the booking form, please **include** the preparation time and clearing up time you require which must be included in the hire charge.

5.2 The number of people attending at any one time must not exceed the numbers indicated on the Booking Form and agreed with the School. Failure to comply with this condition will result in the immediate termination of the letting without refund. A register should be kept of attendees of the group on site.

5.3 There is strictly no alcohol to be allowed in the refreshments available at any function held on the premises.

5.4 Gambling is not permitted on the premises.

5.5 No modification, alteration or addition to any electrical instalments and no additional staging, curtaining or scenery may be erected without the previous consent in writing of the School and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the School and shall be reinstated forthwith at the expense of the Hirer before the premises are vacated and to the School's satisfaction. All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on to the premises nor taken away while the premises are in normal use. Storage facilities cannot normally be provided. The School at the Hirer's risk may remove any property not so removed by the Hirer. The cost of such removal together with School's storage charges being recoverable from the Hirer.

5.6 Bills of announcement of meetings or any form of advertising of forthcoming events taking place in the premises may only be displayed by prior agreement with the Head Teacher.

5.7 All public announcements of any function or event for which the hiring is made and all admission tickets and other documents issued in connection therewith shall contain in a conspicuous position the name and address of the Hirer and the purpose of the event.

5.8 The events/activities that take place during the period of hire must be the same as described in the booking form. Any changes must be agreed with the School prior to the commencement of the period of hire.

6. CARETAKER AND RELIEF CARETAKER DUTIES IN CONNECTION WITH LETTINGS

6.1 The Caretaker/Relief Caretaker is the Authority's officer supervising your letting. Please ensure you request and have contact details.

6.2 The Caretaker/Relief Caretaker is responsible for making sure before and at the end of the letting that:

- (a) the premises are open at the agreed time as stated on the booking form or subsequently approved by the School.
- (b) room(s) to be hired are unlocked and checked that the accommodation to be hired is in a safe and satisfactory condition for the organisation to hire. The security alarm system will be set to 'local' arrangements for the area(s) not being let.
- (c) the security of the site is secured at all times while the letting is taking place. To regularly patrol the premises and monitor the entrance(s) being used. All other entrances will be kept locked and made suitable for means of escape purposes only.
- (d) to check the premises before and at the end of the letting (with a representative from the group) for damage, and to ensure that the premises have been left in a clean and tidy condition.
- (e) where the same accommodation is hired by more than one group on the same day, to ensure that the accommodation is checked in- between each letting.
- (f) to ensure, as far as practicable, that users of the site do not behave in a manner likely to cause injury to themselves or others or result in damage to the buildings or contents.
- (g) in the event of an emergency, telephone for assistance and assist the Hirer on the School site.
- (h) to remain on the School premises throughout the duration of the letting.

6.3 The Caretaker is not allowed to change the starting or finishing time of a letting or to change any of the conditions of hire without prior agreement with the School. Any amendments or changes to the kinds of activities/events that take place or times as per booking form/confirmation letter should be first agreed and confirmed with the School prior to usage.

7. HEALTH AND SAFETY

7.1 There will strictly be **NO SMOKING** on the School's premises.

- 7.2 Permission to use the premises will not be granted if in the opinion of the School and the Authority it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interferes with any existing occupation or with school activities.
- 7.3 The hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss, or damage to any person or property on all occasions during the hire.
- 7.4 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application form. The Hirer should take a register of attendees and this list must include the number of adults as well as the number of children on the premises.
- 7.5 The Hirer is responsible for arranging any first aid provision for their organisation's members whilst on the premises and should have a fully stocked first aid kit.
- 7.6 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation no member of the organisation may enter the premises unless the Hirer (or deputy previously notified to the School) is present on the premises and members of the organisation may remain on the premises only as long as the Hirer or his deputy is present on the premises.
- 7.7 On the occasion of any unforeseen alerts including but not limited to fire or bomb alerts, the Hirer must contact the appropriate services immediately.
- 7.8 On occasions it may be necessary for the School to cancel a booking at short notice for health and safety reasons. The School will make every effort to notify the Hirer as soon as possible should this situation occur.

8. ADDITIONAL FACILITIES

- 8.1 School pianos are not available for hire and should not be used.
- 8.2 Chairs and furniture may not be removed from classrooms or staff rooms without written permission of the Head Teacher. Chairs must not be removed from premises for use on playing fields or playgrounds unless prior approval has been obtained from the Head Teacher and or Caretaker.
- 8.3 The use of School gymnasium equipment will be granted only at the discretion of the School and subject to a qualified instructor being present to ensure the safety of users and that the efficiency of the gymnasium is not impaired for the School use.
- 8.4 The School must be advised if food will be brought onto the premises. Cooking is not permitted. Sinks may be used, but not sterilising sinks. No other equipment is allowed on the premises. All food and waste must be removed from the premises and the site by the Hirer at the end of the period of hire. The use of the kitchen will only be

permitted following appropriate training and demonstration by the School's catering manager.

- 8.5 The use of School playgrounds for car parking by Hirers is subject to the approval of the School. The parking of vehicles will be at the owners risk and the School or the Authority does not accept any liability for any disputes, loss, consequential loss or damage to such vehicles. The parking of vehicles will not be permitted on any service road or approach drive where such parking would impede the easy passage of emergency services or obstruct resident's driveways. If you require the use of a playground or playing field you must book this facility and state your reasons for use in the booking form. A charge will be made for this use.
- 8.6 The School is not responsible for the enforcement or management of parking outside of School hours and it is for the Hirer to manage this.
- 8.7 The MUGA is available for hire.
- 8.8 The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed as they may make the floor dangerous for normal use.

9 INSURANCE COVER

Please ensure you indicate on your Booking Form the type of accommodation that you wish to hire for insurance purposes.

- 9.1 Hirers are required to arrange their own Public Liability insurance to protect them against claims for injury, loss or damage caused to third parties or their property, which may be made against them. However, if required and where the Hirer is an individual or a non-profit making organisation, Public Liability insurance can be purchased through the School (details of the scale of charges and forms are attached at Appendix 1 of this document). Commercial organisations will be required to provide evidence of such cover at the time of application; the levels of cover by commercial organisations shall as a minimum match the levels provided by the School.

10. LICENSES AND PERMISSIONS

- 10.1 The Hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the School the licences they hold.
- 10.2 Permission or Licence must be obtained from the copyright owner, the owner of sound recording and publisher for any public performance of music, musicals, operas, or stage plays.
- 10.3 Regulated entertainment, public music, singing and dancing can only take place on the School's premises if it confirms to the Hirer that there is a Premises License authorising entertainment or by the Hirer applying for a temporary event notice.

- 10.4 Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. The Hirer will be liable for any infringement of this clause.
- 10.5 The Hirer shall indemnify and keep indemnified the School from and against all cost, claims and demands which may be made against the School by reason of an infringement of copyright or performing right occurring during the period of hire.

11. TERMINATION

11.1 The School reserves the right:-

- (a) to cease the letting if the Hirer fails to comply with this agreement.
- (b) to cease the letting if the Hirer fails to comply with the Fire and Health and Safety Regulations.
- (c) of entry at all times to its officers, statutory authorities and officers of the Authority during the period of hire.
- (d) to cancel the booking if in the School's opinion there are exceptional circumstances of public importance that so warrant or in the interest of the public justify the cancellation of the booking.
- (e) To cancel the booking if it believes that there is a reasonable risk of the School's premises being used for purposes which are contrary to any legislation or regulations including but not limited to section 21 of the Counter-Terrorism and Security Act 2015;
- (f) If the use of the premises may be considered offensive or discriminatory on the grounds of race, gender, religion or belief, nationality, disability, sexual orientation or age;
- (g) If the use of the premises involves nudity, sexually explicit or sexually provocative conduct;
- (h) If the use of the premises is likely to intimidate, threaten or cause a nuisance or annoyance to any member of staff or community;
- (i) if there are risks that damage might be caused to the School's premises;
- (j) to cancel the letting at any time without reason by giving the hirer seven days notice and, in such event, shall not be liable for damages or otherwise in respect of such cancellation;
- (k) The Hirer shall be entitled to cancel the proposed letting and the return of any appropriate fees paid to the School if written notice is received at least (7) seven days prior to the proposed date of letting. If written notice is received by the School less than seven days prior to the proposed date the letting fee shall not be refunded and an administration fee of £20.00 may be charged to the Hirer;

- 11.2 The Hirer shall not assign or sublet the premises or any part of the premises;
- 11.3 The Hirer shall not transfer their agreement with the School to another party under any circumstance.

12. ADMINISTRATION FEE

An administration fee of £20.00 will be charged in the event of any amendment, alteration or cancellations to the booking received by the School less than 7 days before the start of the hire period.

13. DAMAGE

The Hirer agrees to pay to the School on demand the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.

14. SECURITY

- 14.1 The security alarm system for the site will be set for all areas not hired. This will not in any way impede your use of the agreed areas or your emergency escape from the premises.
- 14.2 The conditions of this agreement supersede all previous conditions relating to the occupation of School's premises and shall take effect on 1st September 2015.

15. DEPOSIT

- 15.1 A deposit will be requested for all lettings.
- 15.2 The deposit will not be returned should a breach of any term or condition or cancellation of the letting by the Hirer or organisation. The School reserves the right to retain the deposit for any damage, loss, cancellation, amendment or alteration.

Appendix 1

SCALE OF CHARGES FOR THE HIRE OF BELMONT SCHOOL PREMISES

(1 September 2023 to 31 August 2024)

Facility	Cost per hour*	** Public Liability Insurance at 7% (per hour)	Deposit
Upper School Hall (Maximum capacity 50)	£55.00	£3.85	£400
Lower School Hall (Maximum capacity 84)	£55.00	£3.85	£400
Classroom	£25.00	£1.75	£400
Playground	£25.00	£1.40	£400
Playing field	£25.00	£1.40	£400
MUGA	£30.00	£2.10	£400
Meeting Room	£25.00	£1.75	£400

* This is based on 50% concession, which applies to all voluntary organisations.

** This applies if Public Liability insurance is purchased.

On completion of the event, and if the School deems the premises have been left in a completely satisfactory state, the £400 refundable deposit paid initially will be refunded by cheque. If the premises are not left in a clean, neat and tidy condition or have not been vacated at the correct 'hire time' the £400 deposit, or a percentage thereof, will be retained by the School.

ADDITIONAL CHARGES (1st September 2023 to 31st August 2024)

1. The School currently holds a Public Liability insurance, which indemnifies individuals and/or non-profit making organisations against any liabilities that may arise from the hire of School's premises. A charge of 7% will be added to your hiring invoice, unless otherwise stated.
2. An additional caretaker may be required when:
 - Large number of persons are on site at one time who are unfamiliar with the premises;
 - Several types of accommodation are hired to persons unfamiliar with the premises;
 - Safety/security purposes;
 - The caretaker requests assistance;
 - Discretion of the School.

A charge of **£30.00** per hour will be made if an additional caretaker is required.

3. An additional charge may be made for the caretaker's overtime when more than one type of accommodation is required for the Hirer's sole use.
4. In the event of an amendment/alteration to the hire agreement after receipt of the booking form by the School and less than 7 days before the date of use of the School's premises, a charge of **£20.00** will be made in respect of the additional administration costs incurred.
5. Please note, only emergency access to a telephone is permitted. All costs incurred to be paid by the Hirer.
6. When hiring a hall, the charge made is for the accommodation only, the number of chairs/tables available in the hall must be discussed directly with the School before the date of hire.

HIRERS PUBLIC LIABILITY INSURANCE COVER

This policy indemnifies the Hirer in respect of their legal liability for accidental bodily injury, illness or disease to third parties or accidental loss of or damage to third party property arising out of the Hirers activities. For example, if the Hirer negligently damages the building that they have hired then this policy would provide cover in respect of the cost of repairs to the property. This may arise from a claim from the Local Authority or a school.

In addition, if someone trips and sustains injury and it is proven that the Hirer has acted negligently, then this policy would provide cover in respect of a claim made for compensation.

Cover is by Harrow Council insurance providers with a limit of indemnity of £2 million per occurrence or series of occurrences arising out of the same event.

A £100 excess applies to the policy, which will be met by the Hirer in the event of a claim.

The premium for this cover is 7% of the agreed hiring charge.

PUBLIC LIABILITY INSURANCE COVER

To: Belmont School, (hereinafter referred to as “the School”).

I, (Applicant) and , (Guarantor)

Of..... Of.....

.....

.....

both being over the age of 18 years, hereby apply for permission for the Applicant to use the aforementioned accommodation and other facilities as set out overleaf, it being understood that if such permission be granted it will be subject to the Regulations and Conditions made by the Governing Body in relation to the use of School premises, copy of which we have received, and that such permission will be effective only so long as such regulations and conditions are duly observed and performed.

We, the APPLICANT and the GUARANTOR, jointly and severally hereby undertake and agree with the said Governing Body to perform and observe the said regulation and conditions should such permission be granted.

Insurance Details

The Council has effected a Policy of insurance in respect of the use of the above accommodation overleaf which subject to its terms and conditions applies (inter alia) to:-

1. The legal liability of ourselves in respect of claims by Third Parties (other than our employees) for injury or damage occurring during and in direct connection with the event for which we have permission to use the premises, with a limit of indemnity of £2,000,000 per occurrence.

2. The contractual liability of ourselves for accidental damage to the premises and contents the property of the Local Authority in accordance with the terms and conditions for the use of school premises, with a minimum limit of indemnity of not less than per £5,000 occurrence.

Where public liability insurance has been requested from the Council, the Council agrees to effect a policy which complies with the above requirements, provided that immediate notice in writing shall be given to the Insurance Manager, PO Box 57, Civic Centre, Harrow, Middlesex HA1 2XF of any of accident, damage or claim and that no admission, negotiations or repudiations shall be made to any third party.

We, the APPLICANT and the GUARANTOR, hereby jointly and severally agree to indemnify and keep indemnified the Governing Body and the Local Authority from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Local Authority may sustain or incur relating thereto, insofar as the same are not covered by the said or any other policy or insurance effected by the Local Authority or the obligation to give notice if any accident, damage or proceedings as aforesaid is not fulfilled by us, and to pay to the Governing Body and Local Authority on demand at its principal offices at Harrow all such sums as may be payable by reason of this indemnity.

Signature

(Applicant)

Signature

(Guarantor)

Occupation

Occupation

Address

Address

.....

.....

.....

.....

Tel No (Home)

Tel No (Home)

Tel No (Work)

Tel No (Work)

Mobile No

Mobile No

Date

Date

**THE GUARANTOR MUST BE A RESPONSIBLE PERSON AND BE OVER
THE AGE OF 18 YEARS**

Name of Contact during function if different from above:

Name:.....

Tel No:.....

Mobile No:.....