

Name of School: Holy Trinity CE (A) Primary School, Cuckfield

Name of Hirer: ('the Hirer')

1. The Hirer is to bring these pages with you at the time of your letting.
2. The Hirer shall satisfy themselves that the facilities to be hired are suitable for your purposes.
3. The use of the premises must not interfere with the proper working of the School or impair its efficiency.
4. The contract for the hire of the premises between the Hirer and the Governors of the School shall take effect only upon written acceptance of the application on behalf of the Governors being posted, emailed or handed to the Hirer.
5. It is the responsibility of the hirer(s) to ensure that they comply with all legal requirements/commitments, licensing, health, safety, fire and hygiene regulations concerning their particular event.
6. The hirer agrees to instruct their guests/clients on the emergency plans at the beginning of the party or event, including the location of fire exits and escape routes. In the event of regular classes or meetings – instructions on the emergency plan must be given to the first class/meeting and then subsequent occasions when new guests/clients are present. (See Appendix 3 Emergency Plan). If the Hirer requires further explanation and/or clarification of the arrangements which are intended to apply in the case of an emergency, the Governors of the School will be happy to provide and/or facilitate such clarification however (as stated elsewhere in these conditions) the onus on the Hirer is to secure such information and to operate its hiring and use of the premises (and related events) on that basis.
7. The hiring fees will be confirmed to the Hirer (and any insurance premium) either on completion of the application form (**Form SL1**) attached or on the written acceptance of the hiring and the Hirer shall pay the hire fee within 7 days of the written acceptance.
8. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion:
 - not less than 42 days' notice of cancellation – 75% of fees
 - not less than 28 days' notice of cancellation – 50% of fees
 - less than 28 days' notice of cancellation – no refund
9. The Hirer shall indemnify the Governors of Holy Trinity CE (A) Primary School, Cuckfield and the West Sussex County Council against all actions, claims, demands and proceedings and/or all costs, expenses, liabilities and losses incurred directly or indirectly by the Governors and/or the Council including, but by way of limitation respect of:
 - (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
10. If required by the Governors and/or (where appropriate) the Council, the Hirer shall be responsible for (rectifying any) loss or damage to the School premises and contents therein the property of the West Sussex County Council.

11. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 9 and 10 above. Insurance details must be presented for inspection prior to the hiring date. (See Appendix following Conditions of Hire for explanatory notes on insurance). In the event of any insurance claim by Holy Trinity School, associated charges would normally be expected to be passed on to the hirer.

12. The hirer is responsible for adequate signage during the time of the letting, e.g. directions to use of facilities etc.

13. Any advertising used by the hirer to promote a club or event, must indicate that the hirer is entirely independent of Holy Trinity School and the Governing Body.

14. The Governors do NOT hold licences for (a) public dancing, the playing of recorded or live music or any other public entertainment and (b) public performance of plays. Birthday parties are exempt from additional licensing.

It will be at the discretion of the Governing Body as to whether or not such activities will be permitted on the premises. Where permitted, the Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence to the School/Governing Body for inspection prior to the hiring date. The Hirer will be responsible for complying with the terms of any such licence.

15. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.

Music licences contact numbers:

- PRS: Licensing body for any Live Music Performance (singing, live instruments).
Contact tel: 0800 0684828, email: customer.acquisitions@prsformusic.com
- PPL – Licensing body for any recorded music
Contact tel: 0207 534 1000

16. It will be at the discretion of the Governing Body as to whether or not such activities will be permitted on the premises, however if the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the Governors shall first be obtained, and the Hirer shall produce any such licence to the School/Governing Body for inspection prior to the hiring date. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.

17. Drunk and disorderly behaviour will not be permitted, either on the school premises or in its immediate vicinity. Alcohol will not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way will be asked to leave the premises. No illegal drugs may be brought on to the premises.

18. No smoking is allowed anywhere in the building or on WSCC grounds, and the use of smoke machines is prohibited.

19. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School premises, complies with the relevant legislation.

20. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School premises subject to availability.

21. There are limited kitchen facilities available as part of the hire of the hall. This includes a kettle and access to water and a sink. No other kitchen equipment must be used without prior permission. Where permission is granted a cleaning deposit of £100 is required. This will be refunded subject to the kitchen being left in the same clean condition it is found in.

22. The hirer will, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations, in particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are *not* provided with a refrigerator and thermometer.

23. The hirer agrees not to enter, or try to enter, any areas of the school that they are not allowed to access: staffroom, office, classrooms etc. Access to these areas are NOT included within the Hiring of the school, and as such is strictly by written permission only.

24. Access for setting up any event is calculated as part of the hiring arrangements and are charged as such.

25. The Hirer is responsible for the preservation of good order during the hiring. Basic cleaning materials will be provided. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.

26. The Governors reserve the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.

27. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.

28. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.

29. The laying of any additional flooring or other preparation on School floors is prohibited, save with the prior written approval of the Governors.

30. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.

31. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.

32. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School must be satisfied that a competent person will supervise the use of the equipment.

33. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

34. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.

35. **After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition, including withholding the deposit to reimburse the cost of the additional cleaning of any areas, should they be left unfit for normal school use.**
36. The Governors reserve the right to cancel any hiring without notice if: -
- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
 - (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
 - (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.
- In the event of (i) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the Governors.
37. The Governors and Holy Trinity School take no responsibility for safeguarding matters when the school premises are hired by an outside organisation or individual. This is entirely a matter for the hirer and those responsible for any children attending a club or event. In these circumstances, the hirer should ensure this is made clear to those responsible for any children attending a club or event and if necessary provide documentation or other evidence to enable parents/carers to be adequately informed.
38. Any involvement of outside agencies during a letting due to the negligence of the hirer, (eg false alarm call to the fire brigade), is the responsibility of the hirer who should pay any related costs.
39. The hirer will take responsibility for any electrical appliances brought by them to the premises and used there will be safe, in good working order, PAT tested and used in a safe manner in accordance with the Electricity at Work Regulations 1989. (Most fires are caused by malfunctioning electrical appliances).
40. All lettings are entirely at the discretion of the governors.
41. Governors reserve the right to request a refundable deposit, see Rental Rates sheet for details.
42. Names, contact information and other details are collected and held confidentially, purely for the implementation of the letting, in line with GDPR regulations.
43. HTS is a NUT ALLERGY school and no nut products should be used in the kitchen or other parts of the school.
44. **Additional COVID-19 clause:** The letting of the hall, until this clause is removed, will be limited to one letting each weekend. The Hirer is expected to undertake additional cleaning including sanitising any tables, chairs, or surfaces following your event to minimise the risks of infection to users of the school. You are required to have names and contact details of those attending your event, should they be required.
45. It is not permitted to use the Play Ship in the school grounds in any circumstances.

46. The hirer is responsible for the safeguarding of all attendees at their event, including children. This includes managing any safeguarding incidents and first aid needs. Should the event be classed as extra curricular / community activities - organisers should ensure they have read and understood the DFE safeguarding guidance for providers - it can be found here:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1185885/After-school_clubs_community_activities_and_tuition_safeguarding_guidance_for_providers.pdf
If you are unsure if you are categorised as extra curricular / community activity, the guidance includes a list of typical settings to check."

APPENDIX 1**HIRER'S INSURANCE – INDEMNITY CLAUSE****A. INJURY TO PERSONS OR PROPERTY**

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -
 - (i) bodily injury or illness to Third Parties, including the County Councils servants and agents or Governors and/or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.
2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Litigation, Insurance and Risk Management Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability: -

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.
2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRER'S INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experience by non commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES**OPERATIVE CLAUSE**

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100. Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.
Commercial or trade hiring.

PREMIUMS

The premium is charged at 9% of the basic hire charge, plus Insurance Premium Tax (IPT).

If a group is affiliated to the school or establishment they can obtain a special rate, details of which can be supplied by contacting the Litigation, Insurance and Risk Management Section at West Sussex County Council.

APPENDIX 2**SEATING/AUDIENCE CAPACITIES FOR SCHOOL HALL**

The total number of people that can be safely accommodated in the school hall, as laid down in *fire regulations*, is as follows:

SEATED AT TABLES: Total number = 100

This figure is for an event where the majority of those present, are seated for most, or all of the function i.e. Harvest Suppers, parties etc.

DANCING: Total number = 200

Where the majority of people present are standing dancing etc., but would also allow for some seating and tables around the periphery of the hall.

CLOSELY SEATED: Total number = 200

For shows, plays etc., where the audience are normally seated in rows of chairs to watch the performance. Adequate aisles and walkways should be left between banks of chairs and around the periphery of the hall to allow easy access and egress in an emergency situation. It should be noted that the above figure includes members of the cast performing in the play.

NOTE:

It is extremely important that for whatever function takes place in the hall, the seating or table layout must not:

1. Obstruct any entrances or exits
2. Be situated in such a way as to cause confusion in reaching an exit
3. Cause excessive travel distances to be undertaken to a final exit

The use of appliances with open flames, candles etc. and/or smoke machines are not permitted during public functions or when children are present, other than in respect of usual birthday cake candles.

The Hirer shall be responsible for complying with the numbers detailed above and will not, under any circumstances, allow these figures to be exceeded.

APPENDIX 3

EMERGENCY PLAN FOR HIRERS - In the event of fire or other such emergency Accidents must be recorded and notified to the school.

IN CASE OF FIRE

1. Operate the fire alarm using the nearest available break glass call point.
2. Lift receiver and dial 9 (to obtain an outside line) 999
3. Give the operator your telephone number: 01444 454295
4. When the Fire Brigade answers, give all details clearly and distinctly.
5. The school's address is:
Holy Trinity Primary School, Glebe Road, Cuckfield, West Sussex, RH17 5BE
(The Fire Brigade will usually ask a series of questions to assist in ensuring that all relevant information is passed over).
6. Do not replace the receiver until all details have been repeated back to you by the Fire Brigade.

EVACUATION

- On hearing the alarm (a continuous high-pitched bell ringing), all persons must leave the building through the nearest fire exit to muster at the Fire Assembly Point on the first part of the Lower Playground. Do not stop to collect personal belongings. Do not run.
- The hirer will ensure that any persons with mobility or visual disabilities and persons who may be intoxicated are given extra assistance to vacate the building.
- Once at the assembly point, the hirer will record the names of those present, to ascertain whether anyone is still in the building.
- The evacuation procedure should be carried out in an orderly manner avoiding unnecessary panic.
- No one may remain in the building or re-enter the building.
- Where necessary, First Aid will be administered by a registered First Aider.

CALL THE FIRE BRIGADE IMMEDIATELY TO EVERY FIRE OR ON SUSPICION OF FIRE**PUBLIC SAFETY COMPLIANCE**

- The hirer will comply with all conditions and regulations made in respect of the premises by the Local Authority and the school's Fire Risk Assessment.
 - All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- a) The hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
- b) In advance of an event, the hirer will check the following items:
- That all fire exits are unlocked
 - That all escape routes are free of obstruction and can be safely used
 - That any fire doors are not wedged open
 - The exit signs are illuminated or visible
 - That there are no obvious fire hazards on the premises.

On signing this agreement, the hirer agrees that they have received a copy of these emergency instructions and understand the contents and their responsibility in the event of an emergency.

The hirer will be provided with EMERGENCY CONTACT DETAILS and a MAP of the school showing fire exits and assembly points.

10. Any other special requirements? YES/NO
 e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?

If YES, please specify:

11. **Conditions of Hire and Indemnity.**

If the Hiring is agreed the Hirer undertakes and agrees:

- (a) to pay the hiring fees and insurance premium totalling: £
- Or
- (b) 10% of income from club (invoiced termly, payable on receipt)

(If the charges are specified here, a cheque for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval).

Cheques to be made payable to: The Governors – Holy Trinity CE Primary, Cuckfield

- (b) to comply with the Conditions of Hire including the indemnities set out in Conditions 6 and 7, and the insurance requirements in Condition 8.

HIRER

Please confirm that you have a copy of the Conditions of Hire and Emergency Plan

Dated: **Day** **Month** **Year**

Signed: **(I certify that I am over 18 years of age)**
(for and on behalf of the Organisation)

Please tick the box if the hirer’s cover provided by West Sussex County Council’s insurers is required

If not, please supply a copy of your own insurance policy/broker’s letter confirming comparable cover.

Holy Trinity School rental rates

(VAT is not payable on these charges)

	Excluding Insurance			Including Insurance at 10% of hire fee plus 12% IPT		
	Standard	Charity 50% discount	Regular users 30% discount	Standard	Charity 50% discount	Regular users 30% discount
Hourly rate*	15.00	7.50	10.50	16.65	8.34	11.66
Hourly rate* Weekend (Sat & Sun) after 6pm	20.00	10.00	14.00	22.24	11.12	16.98
Daily rate (9am-5pm)	60.00	30.00	42.00	66.72	33.36	46.70
Half day rate*	30.00	15.00	21.00	33.36	16.65	23.35
Weekly rate	300.00	150.00	210.00	333.60	166.80	233.52
Grounds rate per day**	50.00	25.00	35.00	55.60	27.80	38.92
Grounds rate per half day**	25.00	12.50	17.50	28.63	13.90	19.46
Deposit	Hirer will be asked for a £30 deposit for all events, increasing to £100 where the kitchen is used (refundable after event, subject to satisfactory inspection).			Hirer will be asked for a £30 deposit for all events, increasing to £100 where the kitchen is used (refundable after event, subject to satisfactory inspection).		
Keyholder charge	£10 call out charge which includes the first half hour of duties					

*rate for use of buildings or grounds; rate for use of both is double

**to include use of toilet facilities

- The Charity is determined by reference to the group (registered Charity) wanting to use the facilities and the purpose for which they are hiring the facilities.
- The application of the rate is at the sole discretion of the Governors.
- Regular users are defined as those booking and paying for the hall for at least six rentals a year at one time.
- Charity rental rates will apply to Holy Trinity School staff and Governors
- Half day = 4 hours, generally 9am-1pm or 1pm-5pm