



LETTINGS TERMS & CONDITIONS

1. Use of Premises	
1.1	The type of accommodation, dates, times & cost will be agreed by all parties on the schools Use of Premises Lettings & Management Agreement Form at the time of booking.

2. Premises	
2.1 a	<p>School Use</p> <p>The School has use of the school buildings for student use, whenever a planned activity is taking place .This Includes:</p> <ul style="list-style-type: none"> • Parents' consultation events • Open evenings and Open Day Saturday usually 1st week of October • Sporting fixtures • School productions (music, dance, drama, artistic) • House activities • Other student led activities (by agreement) • Staff social events • Academic use (homework clubs, presentations evenings, holiday revision & summer schools) • Meetings (staff & governors, HHS) <p>The school business manager will normally make decisions on the use of the buildings except in cases of dispute, where the Headteacher will make the final decision on priority.</p>
2.2	<p>Furniture and fittings shall not be removed or interfered with in any way. In the event of damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required. Any breakages or damage must be reported to the Duty Site Officer when leaving the site. All studded footwear, stiletto or any type of thin heel must be removed before entering school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.</p> <p>For all hires a damage deposit of £150 will be required before the takes place. This will be refunded promptly once the school is satisfied that no damage has occurred.</p>
2.3	The Hirer is to confine his/her activities to the accommodation hired and is not to use any other part of the building except as is necessary for access purposes.
2.4	At the end of the let it is the Hirer's responsibility to leave the accommodation in a satisfactory condition. To move the furniture back and remove all rubbish from the site. Not to do this may result in an extra charge for damages & additional cleaning which will be deducted from the damage deposit.
2.5	<p>Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to <i>in writing</i> at least 7 days in advance of the let by The Hemel Hempstead School. See section 13.1 Use of Additional Equipment.</p> <p>If use of school equipment is agreed, responsible adults must supervise its use. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.</p>

2.6	The minimum letting period shall be 1 hour.
2.7	Subject to availability, car parking may be available for use by the Hirer and other adults involved in the letting. The 5 mph speed limit must be adhered to. Consideration must be given to local residents with regard to noise and car parking. Vehicles and their contents are left at the owners own risk. The School accepts no responsibility for any for lost or damage to vehicles or their contents.
2.8	The hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. If not then a surcharge may be added. The school will allow (free of charge) 15 minutes setting up time and 15 minutes clearing up time to leave the accommodation in a satisfactory condition. To move the furniture back and remove all rubbish for each letting. To exceed these times may incur an additional charge.
2.9	No responsibility can be accepted by the school for loss of, or damage to, any property which may have been brought into the premises as a result of the hiring.

3. Financial Arrangements	
3.1	Lettings will include the cost of the School Premises Staff attendance, heating, lighting and administration.
3.2	Deposits: A minimum deposit of 20% will be required to guarantee bookings at the time of application. The balance of payment should be payable no later than one month of the hire taking place. For hires booked within one month of the event, full payment including damage deposit must be made at the time of booking.
3.3	VAT will be charged in accordance with VAT rules.
3.4	Hirers will be given a minimum of 28 days' written notice of The Hemel Hempstead School's intent to increase the letting charge.
3.5	Charges will be reviewed annually.

4. Cancellation	
4.1	<p>Single Bookings - Cancellation prior to 10 days on the part of the hirer will result in loss of deposit. Cancellation within 10 days on the part of the hirer will result in loss of the full amount.</p> <p>Regular Bookings – 48 hours notice prior to any cancellation of a hire on the part of the hirer must be given or the full cost of the hire will be charged.</p> <p>Cancellations on the part of the school eg: Closure due to snow, will not be charged.</p> <p>Please email the Finance Office m.collins@hemelschool.com</p>

5. Regulations	
5.1	<p>All persons hiring/using the premises will be expected to conform to relevant Health and Safety regulations and will be required to follow the instructions of the Site Manager, or his representative, at all times.</p> <p>It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The Hirer "should adequately supervise the event, "the letting", and be responsible for any consequences arising from the event". A representative of the organisation utilising the premises must complete a risk assessment</p>

	form for the activity to be carried out and return it to The Hemel Hempstead School. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The risk assessment form (available from school website) must state the maximum number of people who will be on site
5.2	No food or drink may be prepared or consumed on the property without the direct permission of The School, in line with current hygiene regulations. No intoxicants/unlawful drugs shall be brought on to or consumed/used on the premises. The whole of the school premises is a non-smoking area, and smoking/vaping is not permitted anywhere on the school site.
5.3	We are enforcing a 100% nut free environment at the school. Please do not bring in any nut containing food to school. This includes packets of nuts, trail mix, peanut butter, chocolates like Snickers bars, biscuits with nuts and some hand creams. If in doubt, please leave it at home.
5.4	Any hirer using the kitchen must provide a copy of a valid Food Hygiene Certificate with the booking.
5.5	The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right. If the Hirer is using the facilities for a public performance, a copy of a valid Entertainments Licence (obtained from Dacorum Borough Council) must be provided with the booking form.
5.6	Hirers are responsible for ensuring that any electrical equipment they bring into school is covered by a current Portable Appliance Test.
5.7	As most lettings take place outside of normal school hours, school first aid resources are not accessible. It is the hirer's responsibility to make their own First Aid arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.
5.8	A defibrillator at the 3G Football Pitch is accessible via Emergency Services and an additional Defibrillator in the main school building which is accessible via the duty staff member.
5.9	Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

6 Insurance	
6.1	All hirers must provide an original insurance cover note, which demonstrates Public Liability Cover for a minimum of £5,000,000. This document must be sent to The Hemel Hempstead School before this agreement is signed.
6.2	In the event the hirer does not have insurance they are able to use the Hertfordshire County Council insurance, but a 10% charge (plus VAT applicable) will be added to the final hire.
6.3	The School will not accept liability for any loss or damage to individuals or property sustained whilst participating in activities organised by the organisations hiring the school premises, except where such loss or damage is caused by a defect in the facilities hired

7. Termination	
7.1	The School reserve the right to refuse any application or terminate the agreement at any time for abuse of the facilities, non-payment or safety concerns.

7.2	The termination notice period for a single event or regular booking will be 10 days. In the event of breach of agreement, The Hemel Hempstead School reserves the right to terminate the agree
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8. Safeguarding	
8.1	Where the premise is being used for a service that relates to contact with children the staff concerned (whether volunteers or paid workers) are subject to the policies of Hertfordshire County Council's Safeguarding Board and the legal rules and procedures defined by The Safeguarding Vulnerable Group Acts 2006 and any subsequent Acts pertinent to the service provided.
8.2	The qualifications of staff, management and volunteers shall meet the minimum legal requirements and suitable for the services to be delivered, as regulated by the National Governing Body.
8.3	The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts). The Hirer is also responsible for transportation arrangements, transport safety checks, CRB checks of volunteers or paid workers, appropriate adult: child ratios and supervision arrangements.
8.4	If the Service involves the care of children as defined by Ofsted Regulations, then the qualifications of staff and managers shall be subject to the National Childcare Standards currently prevailing.

9. Monitoring	
9.1	Both parties under this Letting Agreement will meet on a regular basis to maintain a dialogue and communications channels to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity.
9.2	The school shall be responsible for formal procedures to deal with complaints that are of a serious nature.

10. Disputes	
10.1	If a dispute arises between the parties of this Letting Agreement every effort will be made to achieve a local resolution. If unsuccessful, disputes should be referred progressively through senior levels of management.

11. Complaints Policy	
11.1	The hirer must communicate its complaints procedure to all service users.

12. General Terms	
12.1	The Hemel Hempstead School must be first consulted before the name of the building is used on any promotional/marketing/advertising material, related to the letting.

GDPR

We retain personal data relating to individuals and organisations who hire the school facilities for the purpose of maintaining a contact register.

Please read our GDPR Policy:

<https://www.hhs.herts.sch.uk/wp-content/uploads/2019/02/C1-HfL-GDPR.pdf>