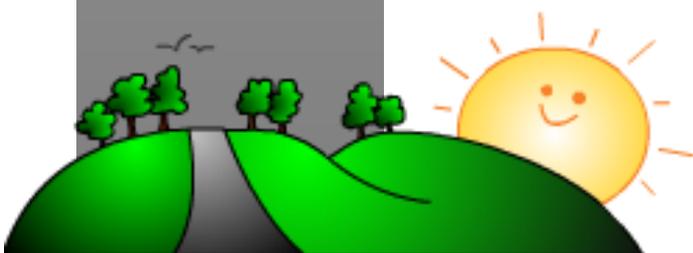


Lettings Policy

September 2016



**Eaton Valley
Primary School**

EATON VALLEY PRIMARY SCHOOL LETTINGS POLICY

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1. INTRODUCTION

The Governing Body of Eaton Valley Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a life long process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, s.42 no. 2)

Our lettings policy operates within the framework of the Equal Opportunities Policy of Sandwell MBC (hereinafter called "the Council").

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

2. CONDITIONS OF BOOKING

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
2. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of their organisation, (known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
4. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Education Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to the Director of Education or the Governing Body.
5. If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of Sandwell MBC. A hirer who is organising events for children must have regard for the requirements of The Children Act 1989.
6. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Council, Education Committee or the Governing Body or any property belonging to or under the control of the Council, the Education Committee or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
7. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
8. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
9. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
10. No intoxicating liquor shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer,

on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.

11 a No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee, this fee to be paid in the first instance to the Director of Education.

b No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking.

c The hirer and the guarantor shall indemnify and keep indemnified the Council, Education Committee or the Governing Body from and against all costs, claims and demands which may be made against the Council, Education Committee or the Governing Body for any breach or infringement of copyright

12 The Council, Education Committee or the Governing Body may cancel any permission granted to use the premises:-

a If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council, Education Committee or Governing Body or otherwise or by any body or person having a statutory right of user.

b If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.

c If breaches of the requirements of the Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.

d If, for any reason, the Council, Education Committee or the Governing Body deem it necessary or expedient to cancel the license or permit.

e If, for any reason, the school is closed, no compensation shall be payable by the Council, Education Committee or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council, Education Committee or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

13. The use of a film projector with non-flammable films may be permitted subject to the approval of the Council, Education Committee or the Governing Body, of the type of projector and to any conditions prescribed by the Council and other appropriate authorities as precautions against fire and panic.

14. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

15. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Education Committee, Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

16. No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Director of Education or the Governing Body 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 Council and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.

17. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body 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 Council and shall be returned to their original state immediately after usage, at the expense of the hirer.

Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Governing Body.

All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Governing Body and Head Teacher.

18. Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.

19. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.

20. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.

21. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.

22. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

To be attached to application form

3. CONDITIONS OF USAGE

1. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a Justice's license, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
5. The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. No confetti or rice is to be thrown on the premises.
9. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.
10. The school's No Smoking Policy must be adhered to at all times.
11. Bookings can only be accepted when a caretaker is prepared to undertake the additional duty.
12. The hirer must report to the caretaker at the beginning of any let. Where deposits have been paid for a function, the hirer must meet with the caretaker and kitchen supervisor (or their representative) to sign the Caretaker's Certificate and Kitchen Certificate, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.
13. **The hirer must take out public liability insurance cover with the Local Authority at a cost of £2.50** as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.
14. The hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.
15. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
16. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
17. The hirer will adhere to all Health and Safety requirements as required by the school.
18. No stiletto heels or similar objects are allowed in the gym/hall area.
19. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

ADDITIONAL CONDITIONS OF USAGE

PLEASE NOTE: We may wish to add an additional set of conditions of booking to cover the needs of a specific group e.g.

- a. Tap dance group - group to provide own protective flooring cover and ensure that floor is undamaged.

PLEASE NOTE

We should be reasonably satisfied that the Hirer is able to manage the let in accordance with adequate care, health and safety procedures, etc. before agreeing to accept the booking, e.g. check adults: child/young person supervision ratio.

If we do not feel that satisfactory management procedures will be in place during the let we shall not accept the booking application.

4. SCALE OF CHARGES FOR LETTINGS

**Day Session Charge (payable each time the facilities are used)
(9 am to 6 pm)**

2013/14

Monday – Friday	£ 9.34
Saturday	£13.42
Sunday	£18.84

Accommodation Charge (payable per hour or part thereof)

Hall	£13.25
Community room	£13.25
Classroom	£ 4.41
Playground	£ 4.41
Sports Pitch (per letting)	£13.65
Projector & Whiteboard	£ 9.11
Chairs (per letting) per dozen	£ 0.60
Tables (per letting) each	£ 0.25
Refreshments (half day)	£ 1.50 per person
Refreshments (full day)	£ 2.50 per person

Additional Charges

Evening Session (6 pm to 10 pm)	£23.94 per hr
Saturdays:	£23.94 per hr
Sundays and Bank Holidays:	£31.93 per hr

PLEASE NOTE: Where daytime, weekday bookings finish at 6pm and there are no further bookings starting at 6pm, there will be an additional charge of £11.97 to cover the cost of the caretaker's close down salary.

This school does not have external floodlighting for outside play areas. This will therefore limit the times available for use of these facilities.

Concession Rates

Organisation	Charge Payable
Group 1	
All other groups other than indicated below.	Full Fee
Group 2	
Unregistered Youth Clubs	75% Full Fee
Teachers (social activities)	75% Full Fee
Sunday Schools	75% Full Fee
Amateur Swimming Association	75% Full Fee
Independent Adult Schools	75% Full Fee
Police Surgeries	75% Full Fee
Cultural Organisations (eg Male Voice Choirs, Loyal Order of Moose, WEA, Towns' Women's Guilds, Women's Institutes, Lodge Players, Dramatic Society Rehearsals etc)	75% Full Fee
Jazz Bands	75% Full Fee
Registered Charities	75% Full Fee
Old Scholars' Associations	75% Full Fee
Play Groups	75% Full Fee
Group 3	
Senior Citizens Clubs	50% Full Fee
Group 4	
Students' Unions	25% Full Fee
Group 5	
School Activities	Free
Maintained/Registered Youth Clubs	Free
Trade Unions of Corporate Employees	Free
PTAs	Free
Sandwell Arts Festival Activities	Free
Mother Tongue Teaching Classes (approved by the Authority)	Free
Police Community Watch Schemes	Free
Voluntary Play Groups	Free
Daytime Holiday Play Schemes (Council supported)	Free
Councillors Surgeries	Free
Adult Education Classes Approved by the LA	Free

VAT Regulations

1. Supply of Chairs and Tables

If there is a separate charge made for the hire of chairs and tables it is subject to VAT at the standard rate. However, where chairs and tables are provided inclusive of the accommodation charges the supply is exempt.

2. Letting of Premises for Sport and Physical Recreation

The letting of facilities designed or adapted for playing any sport or taking part in physical recreation is subject to VAT at the standard rate.

However, the letting of such facilities may be exempt from VAT if:

The letting is for over 24 hours or

There is a series of lettings to the same body over a period of time.

This section explains in detail the conditions which must be met for exemption to apply.

(a) Facilities for Sport of Physical Recreation

Premises are defined as sports facilities if they have been designed or adapted for playing sport or taking part in physical recreation.

(b) Single Lets – 24 Hour Rule

Single lets of sports and physical recreation facilities for a continuous period of over 24 hours to the same person are exempt from VAT provided the person to whom they are let has exclusive control of them throughout the period of the letting.

(c) Series of Lets

The letting of sports of physical recreation facilities is exempt from VAT if the facilities are let out for a series of sessions provided the following conditions are met:

The series consists of 10 or more sessions
and

Each session is for the same sport of activity
and

Each session is in the same place.

and

The interval between each session is at least a day and not more than 14 days. Lettings for every other Saturday afternoon fulfils this condition but there is no exception for longer intervals than 14 days which may arise through closure for example public holidays, school holidays.

and

The series is to be paid for as a whole, and there is written evidence to that effect. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised. A formal agreement, exchange of letters, or an invoice issued in advance requiring payment for the sessions specified on the invoice would be sufficient evidence. Provision for a refund in the event of the unforeseen non-availability of the facility would not break this condition but provision for a refund in any other circumstances would.

NB: Providing the hirer with details of the full cost of the charges on the white copy of the permit and the hirer's written agreement that the charge is to be paid in full satisfies this condition.

In addition the fact that the series is subsequently paid for in instalments had no bearing on the VAT liability of the supply. The important point here is that the series of lets must still be paid for even if the hirer cancels the session.

and

The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as a local league).

and

The person to whom the facilities are let has exclusive use of them during the session.

(d) **Sports Facilities etc. Let other than for Sports or Physical Recreation**

The letting out of premises designed or adapted for playing sport or taking part in physical recreation for other purposes – for example a sports hall let for a wedding or a religious meeting – is exempt from VAT.

**The Council's VAT Registration Number is
281 2856 47.**

5. BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and return to the main school office.
2. The person signing the application form (known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually the caretaker) and signs for the conditions of the building on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the Caretaker’s Certificate and Kitchen Certificate (where applicable).
8. Where applicable, the Caretaker’s Certificate and Kitchen Certificate should be presented to school at the main office, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.
9. Hirers will automatically be charged for public liability insurance as part of the booking charge unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the records).
10. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. Where amendments are agreed, an additional administration charge of £5.00 will be payable forthwith. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

copy to be given to Hirer

BOOKING TIMES

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

CANCELLATIONS

1. The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
5. Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

6. CRITERIA FOR PRIORITY WHEN DECIDING WHO TO LET TO

The criteria for bookings will need to be discussed and decided upon by Governing Body. On doing so, you may wish to consider such groups as:-

- parents attached to the school
- people living in the school's local community
- voluntary organisations
- single parent support groups
- self help groups
- women's groups
- people with a disability
- ethnic minority groups
- low income groups
- children's groups
- youth groups

7. COMPLAINTS PROCEDURES

1. What if the school has a complaint about our group/organisation ?

If the school has concerns about a let the following procedures will be followed :-

- 1 A representative of the Governing Body will verbally raise the concern with the named Hirer.
- 2 The situation will be monitored for two sessions to allow the issues to be addressed.
- 3 If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
- 4 If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer breaks the conditions of usage, the let will be terminated immediately.

2. What if I, as the Hirer, have a complaint about my let or booking agreement ?

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:-

- 1 Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
- 2 If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
- 3 If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
- 4 If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

3. What if a third party complains ?

- 1 If the school receives a complaint from a third party the Governing Body will be notified of the complaint.
- 2 The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- 3 If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee who will appoint a panel of Governors (who will be excluded from any appeal panel) to consider the complaint. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

8. APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body who will appoint a panel of Governors to hear and determine the appeal.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

BOOKING PROCEDURES CHECKLIST

1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of caretaker.
6. Check availability of /notify DSO kitchen staff, where appropriate.
7. Book let into diary with hirer's contact number.
8. Send permit and invoice for booking.
9. Receipt of deposit/payment in full.
10. Confirm receipt of confirmation of affiliation to relevant body, legal liability cover for a minimum of £2 million and copies of licences held by coaches (martial arts or similar activities only)
11. Send receipt of payment to the hirer.
12. Receive any outstanding payment (where in two stages).
13. Confirm booking in diary, with caretaker and DSO staff (where appropriate).
14. Send receipt to hirer and confirmation of booking.
15. Process payment -
16. If cheque has not been cleared, inform Hirer IMMEDIATELY that letting agreement will be cancelled unless full payment is received in cash within 24 hours.

All payments must be declared for V.A.T. purposes.



Application for Hire of Education Premises

Name of Establishment

Eaton Valley Primary

Full Name and Address of Hirer :

Name	_____
Address	_____
Post Code	_____

Telephone Number :

Organisation :

Purpose of Letting:

Date(s) of Use:

Times:

From _____
To _____

Accommodation Required :

	Number Required		Number Required
Hall	<input type="text"/>	Playground	<input type="text"/>
Classroom	<input type="text"/>	Piano	<input type="text"/>
Community Room	<input type="text"/>	Refreshments	<input type="text"/>
Computer/Projector	<input type="text"/>	Chairs	<input type="text"/>
		Tables	<input type="text"/>

In consideration of this application being granted I agree to pay Eaton Valley Primary on demand hiring fees in accordance with the scale of charges and

regulations for Hire of School Premises, a copy of which has been supplied to me, and I undertake to comply with the said regulations. I also agree to pay the Sandwell Metropolitan Borough Council the amount of any damage which may be occasioned to the property of the Borough and to indemnify them from and against all actions, claims, demands, losses, costs, damages and expenses which may be brought or made against them by any person in respect of any injury or damage sustained by them in consequence of or arising out of the use of the said accommodations a result of this application. I am over 18 years of age.

Please read the notes attached before signing this form.

Signed Date

Position in Organisation :

Signature of Witness

Name and Address of Witness

***This form should be returned to - Eaton Valley Primary School
Dagger Lane, West Bromwich B71 4BU***

For Office Use

Authorised Head Teacher

Accepted Caretaker

To the Governing Body of Eaton Valley Primary School

I _____ (please print)

of _____ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand the school, through the Council, maintain a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of:

- 1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the Council to a limit of £1,000,000 in respect of any one accident.
- 2. Damage to any property belonging to the Council to a limit of £25,000 in respect of any one incident, with an excess of the first £50 of any loss or damage in respect of each hiring.

Provided that I, on behalf of my organisation, take out Public Liability Insurance per session, as a requirement of conditions to use the school premises within the school letting policy.

I am aware that paying this premium does not absolve me and my organisation (as the Hirer) of the responsibility for injury or damage caused by our neglect during the hire.

I understand I must give immediate notice in writing, to Sandwell MBC of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party. I will also give the same immediate notice, in writing, to the Governing Body of the School.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body or Council on demand at the school office or the Council's principal offices at Oldbury, all such sums as may be payable by reason of this indemnity.

Signature of Applicant (Mr/Ms/Mrs)

Occupation _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address _____

Telephone Nos: (if any)

Home _____ Work _____

Date _____

HIRER'S AGREEMENT WITH CARETAKER
(Caretaker's Certificate)

This agreement must be signed by both the Hirer (and Agent) and the Caretaker. This agreement calls for the Hirer (or Agent) and Caretaker to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Caretaker on duty beyond that of the Hirer's booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

HIRER: Signature:.....

CARETAKER:
Signature:

Date:

Time:

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area.

We are agreed that the Caretaker *was/was not/will be required to spend extra time on duty.

Estimated time required:

but should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

HIRER
Signature :

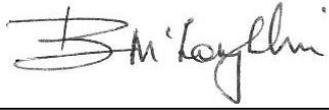
CARETAKER
Signature :

Date :

Time :

(* Please delete as necessary)

Signed



A handwritten signature in cursive script, appearing to read "B. M. Taylor". The signature is written in black ink and is positioned above a horizontal line.

Chair of Governors