

# Widmer End Community Combined School & Pre-School

## Lettings Application, Policy, Agreement & Insurance

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### Buckinghamshire County Council Education Department Application for Hire of Education Premises

Name of School Required:

**Widmer End Community Combined School**

Accommodation and Facilities Required:

Other Requirements, (eg chairs, equipment etc):

*Portable cooking equipment may not be brought into school.*

Date(s) and time(s):

Purpose of Letting(s):

Name of Organisation if applicable:

Will alcohol be brought onto the premises?

Are you obtaining a licence for the **sale** of alcohol?

Do you have liability insurance to cover the event?

*Please provide a copy of the insurance policy.*

Full name or Hirer:

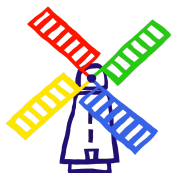
Address of Hirer including postcode:

Daytime Tel No:

Signature of Hirer\_\_\_\_\_

Date\_\_\_\_\_

**PLEASE COMPLETE AND RETURN TO THE SCHOOL AT LEAST 21 DAYS BEFORE THE EVENT. THE SCHOOL WILL CONFIRM THE BOOKING AND NOTIFY YOU OF THE CHARGES.**



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### SCHOOL USE ONLY

#### Headteacher's acceptance of booking

In cases where the hirer requires alcohol to be brought onto the school premises, the approval of the Chairman of Governors has been obtained.

A copy of the insurance policy has been inspected.

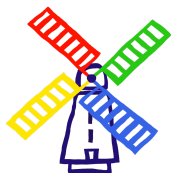
Signed\_\_\_\_\_

Date\_\_\_\_\_

Received\_\_\_\_\_

Approved\_\_\_\_\_

Checked\_\_\_\_\_



### Letting of the School Premises and General Rules for Hirers

#### Preamble

The management of the school premises is vested in the Governing Body of the school, subject to the Directions of the LEA under the Education Act 1993. The Governing Body's powers and composition are defined in the Instrument and Articles of Government, a copy of which, along with a copy of the LEA's Directions may be obtained from/consulted at Widmer End Community Combined School. The Governing Body is empowered to make rules governing the use of the school premises, or to withdraw or amend them.

#### 1. Use of the Premises

Use of the school's premises and its facilities is subject to the following rules and, in the case of hirers, to certain standard conditions incorporated in the hiring agreement.

#### 2. Equal Opportunities

The premises shall be available to all members of the community regardless of race, colour or nationality, sex, religion, marital status or disablement.

#### 3. Applying to Use the School

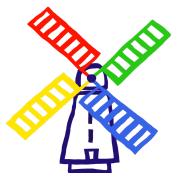
- a) Application for use of the School shall be made to the Headteacher at least 21 days before the event.
- b) The right to refuse any application for the use of premises is reserved to the Governing Body, or the Headteacher acting on its behalf. The Governing Body reserves the right to refuse any application for the hire of school premises, unless directed by the County Council under its Directions on the Use of School Premises Out of School Hours, or national legislation.
- c) The Headteacher or Chairman of the Governing Body shall have immediate power to terminate any agreement relating to the hire of school premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these rules of the Hiring Agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies the Governing Body or the County Council may have.

#### 4. Hours of Opening

The hours of opening are to be agreed between the hirer and the Governing Body or the Headteacher acting on its behalf.

#### 5. Maximum capacity

The school hall has a maximum capacity of **120 seated or 120 dancing** (these figures include helpers and



performers), and on no account shall these figures be exceeded.

### 6. Safety Requirements

The School has been granted a public entertainment licence. All conditions attached to the granting of the licence, stage play or other licences and the School's Health and Safety Policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and egress at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e) performances involving danger to the public shall not be permitted;
- f) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body;
- g) no unauthorised heating appliances shall be used on the premises;
- h) The First Aid box shall be readily available to all users of the premises. It is located in the Medical Room in the back office. The Headteacher shall be informed **immediately** of any accident or injury occurring on the premises **and shall provide a written report of the incident within 24 hours of it occurring; A telephone is available in the PPA room (see attached plan) as the office is often locked.**
- i) all electrical equipment, including audio/disco sound systems, brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment. Certificates of PAT compliance will be requested.
- j) The P.E mats and equipment will remain out of use at all times
- k) No portable cookers or stoves shall be brought into the school

### 7. Supervision

The HIRER and persons in charge or on duty shall have been informed of the procedure for evacuation



of the premises and shall be familiar with the fire-fighting equipment available. It is the responsibility of the Hirer, persons in charge or on duty to ensure they have informed of aforementioned described

### 8. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Governing Body, whose **written** consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor. The Hirer must be in possession of such written consent prior to application for a licence.

### 9. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

### 10. Other Licences and Permissions

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

The Headteacher must be given at least four weeks notice of a stage play production. The HIRER must obtain the appropriate licence from the local council, which requires three weeks' notice.

It is the responsibility of any user, which uses recorded music in its activities, to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed.

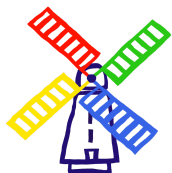
Public music, singing and dancing can only take place on premises, which have an entertainment licence..

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

### 11. Storage

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the School, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular function or event.

### 12. Loss of Property



# Widmer End Community Combined School & Pre-School

## Lettings Application, Policy, Agreement & Insurance

---

The Governing Body and County Council cannot accept responsibility for damage to, or the loss or theft of, hirers' property and effects.

### 13. Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to or exit from the School and with regard to the needs of local residents. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Where parking accommodation is provided and available, this must be used, and users of the school should avoid undue noise on arrival and departure.

### 14. Nuisance

- a) Litter shall not be left in or about the school premises.
- b) Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.
- c) Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property. In particular, regard should be given to the limited parking that exists on the school premises. Hirers should ensure that parking does not cause obstruction to emergency vehicles nor the residents of the neighbouring residential properties.

### 15. Block Bookings

Block bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a booking with reasonable notice (normally no less than 15 working days).

### 16. Care of the Premises

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Body.

**Any** special arrangements **for example** for seating must be requested in the application and any additional costs incurred by the school paid for by the Hirer.

No bolts, screws, nails, tacks or adhesives, shall be driven into, or used on, any part of the premises, other than for materials displayed on boards provided specifically for that purpose.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings.



### 17. Caretaking

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker, or other staff of the County Council.

The school **must** be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, Hirers will be charged the full extra cost. No allowance has been made for this in the quoted total charge given.

The hirer shall accept full responsibility for reimbursement to the County Council for any additional staffing costs resulting from the use of premises or grounds by the Hirer and the cost of reinstating grounds or reinstating, repairing, or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the County Council as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.

### 18. Indemnity and Insurance

Lettings are made on the understanding that the County Council and Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the County Council or the Governing Body.

The Hirer shall insure with a reputable insurance office approved by the County Council, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer.

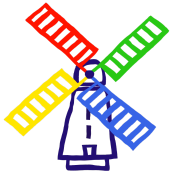
Unless specifically agreed by the County Council, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body or Area Education Office within seven days of a request.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible.

### 19. Elections and Parish Council meetings

In accordance with the Local Government Act 1972, school premises must be made available for local, National Parliamentary and European Parliamentary elections and to meetings of parish councillors if



required (SI 1994 No.748 Regulation 2).

Charges made in these circumstances may relate only to costs incurred by the letting in respect of heat, light, caretaking and cleaning costs.

### **20. Fees**

A charge will be agreed at the time of booking. A standard charge of £25 per hour will be issued with a discount of 10% for block bookings or a community booking providing a service for the school i.e. Sports activities for our children. All charges and bookings will be agreed with the Headteacher and are subject to change.

### **Policy Review**

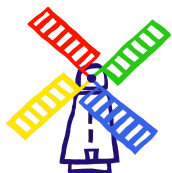
By: Mrs G Hillier

Position: Headteacher

Agreed by: The Governing Body

On: 2<sup>nd</sup> November 2021





### Hiring Agreement & Standard Conditions of Hire for School Premises

#### Hiring Agreement for Widmer End Community Combined School

**THIS AGREEMENT** is made on the \_\_\_\_\_ between Widmer End Community Combined School hereinafter called 'the school' and the Hirer named below whereby in consideration of the sum mentioned in Paragraph 4 below:

A. THE SCHOOL agrees to permit the Hirer to use that part of the premises designated in Paragraph 3 for the purposes, period and at the fee described below namely:

1. Purpose of Hiring \_\_\_\_\_
2. Period of Hiring \_\_\_\_\_  
Dates  
From \_\_\_\_\_  
To \_\_\_\_\_
3. Description of Room(s) \_\_\_\_\_  
Facilities required \_\_\_\_\_
4. Hiring Fee \_\_\_\_\_
5. Signature (Headteacher) \_\_\_\_\_

B. **THE HIRER** agrees to observe and perform the provisions and stipulations contained or referred to in the **GENERAL RULES GOVERNING THE USE OF THE SCHOOL PREMISES BY HIRERS**, a copy of which is attached to this agreement.

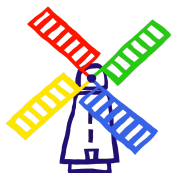
The Hirer agrees to accept the terms and conditions as set out in this agreement.

The Hirer will arrange for the school's invoice in respect of the hiring to be paid on receipt.

6. Hirer \_\_\_\_\_

**Please complete in block capitals**

Organisation (if applicable) \_\_\_\_\_



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Name of individual or organisation's authorised representative

Name

---

Position

---

Email

---

Telephone Number

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Signature

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**A COPY OF THE INSURANCE POLICY MUST ACCOMPANY THIS AGREEMENT. PARAGRAPH 18 OF THE GENERAL RULES GOVERNING THE USE OF THE SCHOOL PREMISES BY A HIRER REFERS**



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Mercury Place  
11 St. George Street  
Leicester  
LE1 1DR  
t +44 (0)116 280 7000  
f +44 (0)116 280 7448

TO WHOM IT MAY CONCERN

31st March 2024

Dear Sirs

Buckinghamshire Council

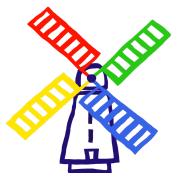
We, Aon UK Limited, are insurance brokers acting on your behalf only in accordance with our terms of business agreement. We have agreed to provide this letter to confirm that the contract(s) of insurance described on the attached pages (the 'Insurances') are in force at the date of this letter.

All of the Insurances are subject to their specific policy terms, conditions and exceptions, not all of which may be summarised on the attachment. Please refer to the actual policies if full terms and conditions are required.

We accept no obligation to inform any other person or entity should any of the Insurances be cancelled, assigned or changed in such manner as to affect the accuracy of this document. Unless we specifically agree otherwise in writing, and to the fullest extent permitted by law, we do not accept any liability to anyone other than you, our client (and any such liability to you will be subject to the limitations contained in our terms of business agreement, and/or any other agreement, with you) for the content of this letter and its attachments.

Yours faithfully

Katie Millward  
Client Service Manager – Leicester  
For and on behalf of Aon UK Limited  
Tel: 0116 280 7039  
Email: [katie.millward@aon.co.uk](mailto:katie.millward@aon.co.uk)



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### The Insurances

#### EMPLOYERS LIABILITY

Renewal Date:	1st April 2024
Expiry Date	31st March 2025
Insurer:	QBE Insurance (Europe) Limited
Policy No:	Y099812QBE0124A
Limit of Indemnity period	£50,000,000 any one occurrence, unlimited in the policy
Deductible	£250,000 each and every loss

#### PUBLIC/PRODUCTS LIABILITY

Renewal Date:	1st April 2024
Expiry Date	31st March 2025
Insurer:	QBE Insurance (Europe) Limited
Policy No:	Y099812QBE0124A
Limit of Indemnity:	
Public Liability	£50,000,000 any one occurrence unlimited in the policy period
Products Liability	£50,000,000 any one occurrence and in the aggregate
Deductible:	£250,000 each and every loss

#### PROFESSIONAL INDEMNITY

Renewal Date:	1st April 2024
Expiry Date	31st March 2025
Insurer:	QBE Insurance (Europe) Limited
Policy No:	037803/01/2024/0118
Limit of Indemnity:	£5,000,000 any one claim and in the aggregate
Deductible:	£12,000 each and every claim

Aon UK Limited

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