



**Schools Federation Mission Statement:**

***Christ Church & Holy Trinity CofE Primary Schools (“CC&HT” or “the Schools”) is dedicated to providing a nurturing environment in which all children are given the opportunity to reach their maximum academic, social and spiritual potential. Excellent teaching, learning and relationships are at the heart of our school.***

**Overview:**

CC&HT is a small Church of England school federation which works to serve the community and the school buildings are used as hub by many groups.

CC&HT does not charge for any activity undertaken as part of the National Curriculum. All education during school hours is free with the exception of individual or group music tuition.

CC&HT is committed to letting parts of the school premises, where appropriate and to maximise the income received from these lettings for the benefit of CC&HT and its pupils. The use of the premises for school students, staff and functions will, however, take priority over any such lettings.

**1. Adoption**

The Governing Board, at their meeting in October 2020 adopted this policy and appendices.

**2. Introduction**

The Governing Board regards the school buildings and grounds (which are owned by the Trustees of CC&HT as a community asset and will make every reasonable effort to enable them to be used to the fullest extent possible.

**3. Policy Objectives**

The Governing Board adopts and endorses the following policy objectives:

- To generate additional income for CC&HT and its' students;
- To allow appropriate lettings for community and commercial use; and
- To agree clear “conditions of hire” and “scale of charges” to which any approved lettings are subject including matters such as insurance, health & safety and safeguarding.

**4. Definition of a letting**

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group or a commercial organisation”. Activities which fall within the corporate life of the school, such as parent rep meetings, school events and extra-

curricular activities for pupils and/or parents and carers organized by, or with the approval of, the school, are not considered lettings.

## **5. Priority for lettings**

The Governing Board is mindful of the needs in the local area. Whilst all bookings must be discussed with and approved in accordance with the terms of this policy, lettings to the following groups will be especially encouraged:

- Parents attached to the school
- People living in the school's local community
- Groups associated with the Parishes of St Luke's & Christ Church, Chelsea and Holy Trinity, Sloane Square
- 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

For avoidance of doubt and with due consideration to the Christian ethos which is central to all aspects of both education and management at the Schools, lettings should only be made to groups and/or commercial organisations which are in keeping with the Christian ethos of the school and where there is no actual or potential risk of conflict of interest or actual or potential risk to the reputation of the school.

## **6. Designated status**

The Schools operate a lettings procedure to allow members of the public to hire facilities within the Schools' premises. Potential hirers are classified as follows:

**Designated User:** Bona fide educational community groups will be charged at a discounted rate to cover caretaking, energy, wear and tear and administration.

**Private User:** All other hirers will be charged at costs plus a profit margin determined by the Governing Board, or its' delegated Sub-Committee (the "Sub-Committee"), within the charging policy appended to this policy at Appendix 1. For the avoidance of doubt a Private User will include any independent and private preparatory and secondary school.

## **7. Charges and Payment**

**Scale of charges:** The Governing Board, or the Sub-Committee, is responsible for agreeing applicable letting charges and will ensure that the school budget does not subsidise non-school activities and that all costs are recoverable.

In arriving at their scales of charges the Governing Board or Sub-Committee will adhere to the following principles:

- There will be parity of treatment for similar users;

- The overall cost of letting school facilities must be recovered from users;
- For the purpose of charging, the Head Teacher or her Delegated Staff (as defined below) is empowered to determine to which group any particular individual or organization belongs. The scale of charges will be reviewed annually by the Governing Board or the Sub-Committee for implementation from the beginning of the next financial year.

**Discounts:** The Head Teacher or her Delegated Staff (as defined below) may agree to discounts or subsidies for a particular letting, where he/she deems it appropriate.

**VAT:** Value Added Tax (VAT) at the applicable rate will be applied to all transactions as legally required. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The Schools will record the VAT element of any income.

**Minimum charges:** The minimum hire period will be 1 hour or such other period as agreed in advance with the Hirer

**Deposits:** The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses.

**Payment methods:** Payment for individual bookings will be required in full at time of booking (unless otherwise agreed in advance with the Head Teacher). Accepted methods of payment are cash, cheque with guarantee card, internet banking, or any school internet payment system. Payment for recurring bookings will be payable termly in advance, unless agreed in advance with the Head Teacher.

A receipt will be issued upon request for all payments received.

## **8. Cancellations**

The Schools will seek to recover any cost incurred by them which is unavoidable and result directly from the cancellation of a letting. Details of the cancellation charges are show in the scale of charges in Appendix 1.

## **9. Letting times, available facilities and equipment**

The following times, premises and equipment available for hire are as follows:

- Christ Church Primary School Hall (150)
- Christ Church Primary School Reading Room (15)
- Christ Church Primary School Classroom(s) as agreed with teaching staff (30)
- Christ Church Primary School Playground (100)
- Holy Trinity Primary School (Sedding Street) Hall (150)
- Holy Trinity Primary School (Cadogan Gardens) Hall (150)
- Holy Trinity Primary School (Sedding Street) Playground (100)
- Holy Trinity Primary School (Cadogan Gardens) Playground (100)
- Holy Trinity Primary School (Sedding Street) IT Suite (30)
- Holy Trinity Primary School Classroom(s) as agreed with teaching staff (30)

During the school term all weekday (Monday – Friday) lettings must be outside normal school hours of 8.55am to 3.30pm, beginning no earlier than 7.30am and ending no later than 9pm. Weekend (Saturday and Sunday) lettings must begin no earlier than 7.30am and end no later than 9pm.

Variations to these facilities and times will be subject to the advance approval of the Head Teacher or her Delegated Staff (as defined below).

For avoidance of doubt two flats (No. 63a & No. 63b Christchurch Street, SW3 4AB), are excluded from the remit of this policy.

Maximum occupancy rates per location are denoted in (parentheses) above. Anyone hiring one or more of the locations defined above must maintain a register of attendance in order to ensure compliance with relevant fire and health and safety regulations.

## **10. Management and administration of lettings**

The Governing Board has delegated day-to-day responsibility for lettings to the Head Teacher. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff (being the “Delegated Staff”, a list of whom appears at Appendix 4), whilst still retaining overall responsibility for the lettings process. An annual report on lettings will be made to the Governing Board by the Business Managers of the School and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

## **11. Considering applications for lettings**

Organisations seeking to hire the school premises should approach the Schools’ Administrator in the first instance to ascertain availability. Details of charges and an application form (as attached at Appendix 2) will be provided to be completed at this stage. A record of all enquiries should be kept by the Schools. The Head Teacher /Delegated Staff will decide on the application with consideration to:

- Interference with normal school activities;
- The stated purpose of the lettings;
- The priority for lettings agreed by the Governing Board;
- The availability of the facilities and staff;
- The Schools’ equal opportunities, health and safety and child protection policies;
- Health and safety considerations such as numbers of users, type of activity; and
- The terms of this policy.

If the Head Teacher has any concerns about whether a particular request for a letting is appropriate or not, they will consult with the Chairman of the Governing Board. For any complex matters the Board of Governors may, in its discretion, involve the relevant officials from the Royal Borough of Kensington & Chelsea (“RBKC”) and/or the London Diocesan Board for Schools, including their Legal Departments.

The Head Teacher (and her Delegated Staff) reserves the right to refuse hire of the Schools’ premises to any person or group they consider to be contrary to the interest

of the students and/or staff or risks to the wider success or aims of the Schools. The Head Teacher's decision shall be final.

The Head Teacher will report to the Governing Board on any lettings that are not permitted in the annual report referred to above.

## 12. Issuing a lettings contract

The Governing Board have adopted the Terms & Conditions of Hire which are attached at Appendix 3. All formal hiring of the Schools' premises, including those for which no charge is made, are subject to the same.

Once a letting has been approved, a letter of confirmation will be sent to the Hirer enclosing a copy of the Terms & Conditions of Hire, to which the letting is subject. The School must be in receipt of a copy of the Terms & Conditions of Hire signed by the Hirer before a letting takes place.

No member of staff is allowed to vary the Terms & Conditions of Hire nor to deviate from the published charging policy without the prior written consent of the Governing Board.

## 13. Security

The Head Teacher (or Delegated Staff) shall be responsible for ensuring the adequate provision of security and/or other control measure as are deemed appropriate based on the information provided by the Hirer. The Schools' Child Protection Policies and Procedures must be followed when dealing with external organisations that work with children or young people.

## 14. Complaints procedure

A complaint about the Schools from a Hirer should be dealt with by following the Schools' complaints procedure. Complaints by a third party about a letting should be forwarded to Hirer and will be the Hirer's sole responsibility to deal with.

## 15. Review of Policy

The Governing Board or its delegated Sub-Committee will review the policy annually.

Signed: *Avis Hawkins*

*March 2022*



Name of School	Christ Church & Holy Trinity CE Primary Schools
Policy review Date	March 2022
Date of next Review	March 2023
<b>Who reviewed this policy?</b>	Full Governing Body, Resources Committee and Avis Hawkins
<b>Ratified by the Full Governing Body</b>	



## Appendix 1:

### Hiring Charges: Christ Church & Holy Trinity CofE Primary Schools

Location	Letting charge (£/hr)*	Letting charge (£/day)**
School Hall	60	150
ICT Suite	60	150
Reading Room	40	100
Playground	60	150
Classroom	40	100
Other	40	100

*\*Term-time lettings \*\*Holiday lettings*

#### Evening Lettings:

After 6pm all lettings will incur an additional charge of £35/hr and for the avoidance of doubt, sub-letting is not allowed.

#### Cancellation Charges:

Hirers will be allowed to cancel or postpone a booking on condition that, if 14 or more days' notice is given a 50% refund will be payable. If less than 14 days' notice is given full fees will be due and no refund shall be payable. The Schools reserve the right to off-set any deposit paid against cancellation fees due.

#### Other Charges:

The Head Teacher and/or Delegated Staff may, in their discretion, agree to let other school facilities or equipment not listed above, be hired at a rate to be determined on a case by case basis, adhering always to the terms of the Policy to which this is appended.

## Appendix 2:

### Lettings Application Form: Christ Church & Holy Trinity CofE Primary Schools

<b>Name of Hirer:</b>	
<b>Address of Hirer:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	
<i>Please provide details of contact person if different from above</i>	
<b>Name / Address / Contact Number / Email:</b>	

<b>Purpose of Hire:</b>						
<b>Attendees:</b>	Total Number of Attendees:		Number of Adults:		Number of Children:	
	<b>SINGLE BOOKING</b>	Date of Booking:		Start Time:		End Time:
<b>BLOCK BOOKINGS</b>	Frequency / Days					
	Start Date:			Start Time:		
	End Date:			End Time:		
<i>Booking times must allow sufficient time for preparation and clearing away before &amp; after the event</i>						

<b>Facility Required</b> (please tick):	Hall <input type="checkbox"/>	Classroom <input type="checkbox"/>	Other <input type="checkbox"/>
<b>Notes on facility booked:</b>	<i>[insert specific detail on facility booked e.g. Sedding Street Hall]</i>		
<b>Equipment Required:</b>			
<b>Other Arrangements:</b>			
<i>The Schools do not provide any warranty that the premises, facilities and equipment are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for their purpose.</i>			

Will refreshments be served?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will alcohol be consumed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



If yes, will the alcohol be served or sold?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>If permitted by the school, the relevant license must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment. Please contact the local licensing authority.</i>		
<p>Please review the following statements and acknowledge your acceptance:</p> <p>a) I have read and accept the attached terms and conditions of hire and confirm that I am over the age of 18.</p> <p>b) I hereby apply for the use of the accommodation and facilities stated, and, if my application is approved, I will ensure payment in advance of the charges due and comply with the conditions which I have read.</p> <p>c) I confirm that I have familiarised myself with and will comply with the School's own child protection policies and guidelines, the Schools' Health &amp; Safety Policy and such other policies as provided by the Schools and will make myself and all those I involve in the hiring aware of the terms of the policies and guidelines. (if necessary please ask your contact at the School to provide you with a copy of the latest guidelines).</p> <p>d) I confirm that I understand the responsibilities I have related to insurance as set out in the terms and conditions. Further I confirm that I have provided a copy of appropriate public liability insurance documentation to the school for review and filing at the time of booking.</p> <p>e) I confirm that I have familiarised myself with and will comply with the latest Government/ guidelines, including but not limited to national (DfE), local authority (RBKC) and School guidelines relating to COVID-19 and will make myself and those I involve in the hiring aware of the guidelines (if necessary please ask your contact at the School to provide you with a copy of the latest guidelines).</p> <p>f) I know who to contact and how to communicate with the school.</p> <p>Please tick the box to indicate you have read and agree with the above statements. <input data-bbox="1243 1361 1342 1431" type="checkbox"/></p>		
<b>Signed (Hirer):</b>		
<b>Full Name (Hirer):</b>		
<b>Date:</b>		

**School Approval:**

<b>Signed (School):</b>	
<b>Full Name (School):</b>	
<b>Date:</b>	

### **Appendix 3:**

## **Lettings Terms and Conditions: Christ Church & Holy Trinity CofE Primary Schools**

### **BOOKINGS AND CHARGES**

1. The person by whom the form of application for the hiring is signed shall be deemed to be the "Hirer". Such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance of the terms and conditions to be observed and performed by or on behalf of the Hirer as contained herein.
2. No booking will be accepted later than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises and will be payable in full on the date of booking.
3. The Hirer may be required to pay a deposit in addition to the scale charges, which can be applied in whole or in part to make good any damage, in accordance with Condition 10. Any hire of twelve months or longer duration will be subject to a mandatory deposit of no less than one month's rental in advance.
4. The right is reserved to cancel any hiring without notice where the Governing Board of the school considers it necessary to do so, including but not limited to the following conditions:
  - (a) in consequence of any outbreak or prevalence of infectious disease;
  - (b) for any other cause outside its control; or
  - (c) because the Governing Board of the school reasonably believes that an act is likely to be done in the premises which will contravene the Equality Act 2010 or prejudice the performance by RBKC thereunder.

In such an event, any sum paid by the Hirer will be refunded, but neither the School, the Board of Governors, RBKC nor any body responsible for the management of the school shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring under this Condition 4.

5. Hirers will be allowed to cancel or postpone a booking on condition that, if more than 14 days' notice is given, the Hirer shall be entitled to a 50% of fees shall be due and, where more than that has been paid, the balance shall be refunded to the Hirer. If 14 days (or less) notice is given, full fees will be due and no refund shall be payable. Any deposit paid may be off-set against sums due in the event of cancellation (or otherwise).

6. The Schools reserve the right to refuse to grant a hiring without giving a reason.
7. In the case of repeat or block bookings, the Schools reserve the right to terminate the booking on no less than a term's notice or shorter in accordance with Condition 4 above.
8. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by general or special approval of the Governing Board and subject to any necessary licence having been obtained in advance of the event by the Hirer. A copy of such licence must be available at the premises for the duration of hire and/or on request.
9. The Hirer shall, if requested, provide a copy of the programme of any entertainment arranged by the Hirer for approval by the Head Teacher (or her Delegated Staff, as applicable). In such a case no entertainment shall be given except in conformity with the programme which has been so approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided by the Head Teacher (or her Delegated Staff, as applicable), in his/her absolute discretion, to remit such fees.

10. Neither RBKC nor Governing Board shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of RBKC or Governors, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified RBKC, the Governing Board and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
11. The Hirer shall make good any damage to the property of RBKC or the Governing Board which can be attributed to his/her use of the Schools' premises. The Hirer shall not be responsible for any fire damage to said premises or property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
12. In the event of any such damage, RBKC and/or the Governing Board may make good any damage and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to reimburse the cost of such reparation as certified by or on behalf of RBKC and/or the Governors.

RBKC and/or the Governing Board shall, however, co-operate with the Hirer's insurance company in the event of a claim against such insurance in connection with damage caused, to the extent reasonably possible.

13. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Governing Board against all sums of money which the Governing Board may have to pay by reason of any such infringement.
14. Members of RBKC and the Governing Board reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identity.
15. No nails, tacks, screws or similar shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings at or on the Schools' premises by the Hirer, his/her agents, suppliers or staff, during or in connection with the hire of the premises.
16. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by 9pm unless written authority from the Head Teacher (or her Delegated Staff) (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow. In particular, the Hirer shall be solely responsible for removing all litter and other rubbish produced during the course of in or connection with the hiring event.
17. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by 11pm on the day of hire if the School is to be used next day, or in any other case by noon on the day following the day of hire and shall observe and carry out any instructions which may be given to him/her in this connection.
18. Storage facilities cannot be provided. If the Hirer (or any third party connected with the hiring event) has been granted permission by the Schools to leave equipment on premises, they do so entirely at their own risk. Any article or property left on the Schools' premises after the hour named above may be removed by or on behalf of the Governing Board and the cost shall be paid by the Hirer.
19. Furniture and apparatus may be brought on to the premises at the Hirer's (or owner's) own risk. The hirer shall not bring, nor allow to be brought, on to the premises any article of an inflammable or explosive nature, nor any article producing an offensive smell nor any other substance, apparatus or article of a dangerous nature.

20. The seating accommodation provided is limited to the number of chairs that are on the Schools' premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.
21. Any alteration or addition to the fabric and fittings (including electrical lighting or heating systems) and contents of the premises is strictly forbidden, except with the special approval of the Governing Board which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governing Board and, where necessary, the consent of the electricity supply undertakers. School furniture, including the seating referred to in Condition 19 above, shall not be moved except by arrangement with the School staff.
22. Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where advance approval has been given in advance.
23. If additional stage lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall only be carried out by a competent person named and approved in advance.
24. No treatment shall be given to a floor by the hirer. The wearing of footwear which might cause damage to floors is not permitted.
25. The School premises is made available in its existing state and condition and neither RBKC nor the Governing Board warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said premises during the period of hire.
26. The Hirer shall insure against his/her liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 9 and 10 foregoing. The amount of the Insurer's liability must be not less than £5,000,000 in respect of any one accident or occurrence and evidence of the insurance must be produced to the Head Teacher (or her Delegated Staff) on request.

The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Equality Act 2010 or prejudices the performance by the Schools, the Governing Board or RBKC of their obligations thereunder.

27. Where the Hirer engages a third party in connection with the hiring event it is the Hirer's responsibility to receive confirmation in advance of the event that such third party carries its own public liability insurance for said event.
28. The Hirer must familiarise him/herself and his/her staff, suppliers or third parties attending the event, with fire precautions in force on the premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times. The Hirer is responsible for ensuring that their entire party are all out and accounted for in the event of an evacuation and report to the nominated School representative in charge.
29. The Schools operate a strictly No Smoking policy on all of its premises.
30. The Hirer shall, and shall procure that his/her staff, supplier and/or third parties attending the event shall comply with the Schools' policies on Child Protection, Equal Opportunities, No Smoking, Health & Safety and all other applicable policies brought to the Hirer's attention in connection with the letting.

## **STATUTORY REQUIREMENTS**

27. The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes -

- i) the sale by retail of alcohol
- ii) the supply of alcohol by or on behalf of a club to, or to the order of a member of the club
- iii) the provision of regulated entertainment i.e.
  - i. the performance of a play,
  - ii. the exhibition of a film,
  - iii. an indoor sporting event,
  - iv. a boxing or wrestling entertainment,
  - v. a performance of live music,
  - vi. any playing of recorded music,
  - vii. a performance of dance,
  - viii. anything of a similar description to vi, vii, or viii above

where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience.

iv) the provision of entertainment facilities i.e.

- i. making music,
- ii. dancing,
- iii. entertainment of a similar kind to i or ii above.

28. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions

of the Gambling Act 2005 or any subsequent Act which in whole or in part replaces it.

29. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises in connection with a licensed activity (and as defined in the British Standard BS 7960), the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence.
30. The Hirer is required, where appropriate to his/her hiring, and where the premises hired are licensed as described above, to acquaint him/herself with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of RBKC, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governing Board and Head Teacher reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of the Schools' premises.

31. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.
32. The Hirer is required to comply with the terms of s.12 Children and Young Persons Act 1933 (as amended) and in particular

(a) where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, it is recommended that the Hirer ensures at least two responsible adults are present and in charge throughout the whole period of hire. It is recommended that one adult is a qualified first aider. It shall be the duty of the Hirer to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

(b) A constable may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted.

#### **OTHER**

33. The parties shall comply with their relevant obligations under applicable data privacy legislation and the Hirer shall ensure that his/her staff, suppliers and/or any third party engaged in connection with the hiring event will comply too.
34. No variation of these terms & conditions (or any of the documents referred to herein) shall be effective unless they are in writing and signed by or on behalf of the Governing Body.

35. Except as expressly provided herein (which includes, in particular, the references to RBKC, the Schools, the Head Teacher and the Delegated Staff) a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to encroached any term of this agreement.
36. Nothing in this agreement shall render the Hirer an employee, worker, agent or partner of the Schools or the Governing Body and the Hirer shall not hold him/herself out as such, and shall procure that none of his/her staff or suppliers do so either.
37. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

Signed for and behalf of the Governing Body:

\_\_\_\_\_

I, the Hirer, confirm that I have read, understood, accept and agree the terms set out above in connection with the letting of the Schools' premises:

NAME (IN BLOCK CAPITALS): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## ***Appendix 4***

### **List of Delegated Staff: Lettings Policy & Procedure - Christ Church & Holy Trinity CofE Primary Schools**

Nicola London

Sue Osman

Lisa Walden