



**Lettings Policy  
2025-26**

**East Bergholt CEVC Primary School**  
School Lane  
East Bergholt  
COLCHESTER  
CO7 6SW

**TEL: 01206 298202**

**IMPORTANT – The school is a nut free zone and organisers must ensure no nuts are brought into the building.**

The school offers a variety of facilities for use by groups, clubs and individuals throughout the year. Accommodation can be booked on an hourly basis, as a one-off, short or long term hire.

**What facilities can we offer?**

Grass Football Pitch  
Assembly Hall suitable for Majorettes, Dancing, Cubs/Brownies etc  
Classrooms

**What sorts of activities take place at East Bergholt Primary School?**

Keep fit /Dance classes

**Birthday parties**

Exclusive use of the Hall and kitchen for your own fun packed party

**One-off casual bookings**

No need to commit to a lengthy hire period – one-off bookings are just as acceptable.

Just ring us to check on availability.

**HIRE CHARGES**  
With effect from 1st April 2025

	<b>Hall</b> (charge per hour)	<b>Classroom</b> (charge per hour)	<b>Field/Playground</b> (charge per hour)
<b>Weekday</b> (Monday – Friday)	<b>£20</b>	<b>£15</b>	<b>£20</b>
<b>Weekend</b> (Saturday/Sunday)	<b>£35</b>	<b>£25</b>	<b>£35</b>

Notes:-

1. A session is 1 hour unless specified otherwise
2. Hourly rates refer to 55 minutes usage and 5 minutes changeover
3. These prices are negotiable and are dependent on caretaking requirements.

## **Hiring Local Authority Facilities**

### **Availability**

1. Educational buildings are generally available when not required by the Local Authority for the purpose of primary, secondary, special, further and adult education, and the provision of a youth service.
2. Use of premises is subject to various conditions, regulations and charges. Please refer to page 7 of this document.

### **Application**

1. Application forms are available from the School Office at East Bergholt C of E (VC) Primary School, School Lane, East Bergholt CO7 6SW, Telephone 01206 298202. The School Office will be able to tell you about charges and availability.
2. Applications will be considered on their merits, taking into account considerations such as the preservation of law, order and public safety.
3. In the event of an application being refused, the applicant may refer the matter to the Director of Children's and Young People's Services.
4. If your application is accepted it will become a firm booking only on receipt of your completed and signed application form.
5. The person signing the application form will be considered "The Hirer". In signing the application form the hirer not only acknowledges receipt of these Regulations and Conditions of Use but is also deemed to agree to ensure compliance with them.
6. We will confirm your booking and send you an invoice, **which is payable on receipt**, covering the period.

### **Access**

1. When booking the facility the hirer will be informed how they can gain access to the facility. This may include: caretaker opening and closing (subject to availability) or collecting a key from a key holder at an address in the village.
2. Should the hirer be required to collect a key from a key holder they accept responsibility for opening (including emergency exits) and securing the facility.

## **General Conditions**

### **Cancellations**

Cancellations should be made by letter giving as much notice as possible. The following charges may be applied:

- Cancellations made at least 2 weeks prior to the booking – no charge
- Cancellations made between 2 weeks and 48 hours prior to the booking – charged at 25% of the cost
- Cancellations made within 48 hours of the proposed booking – charged at 50% of the cost

East Bergholt Primary School reserves the right to retrospectively charge VAT on the hire charge in the event of a cancelled session reducing the sessions booked and paid for to less than 10

In exceptional circumstances it may be necessary for the school to cancel a booking. As much notice as possible will be given, generally not less than 7 days, and where possible alternative accommodation will be offered. However the LA and the school cannot accept liability in respect of commitments incurred by the hirer due to such cancellation.

In severe weather conditions please contact the school during the working week during term time (or the hirer contact during holiday time) to confirm that outside pitches are playable.

### **Charges/Method of Payment**

The hire charges are reviewed annually by the school. At the discretion of the Headteacher rates may be reduced. There is no charge for the use of the premises by the Parents Fundraising Association. Charges for sports facilities include a five-minute 'change over' period at the end of each session. An invoice will be issued by the school and is payable prior to the commencement of the hire period or as otherwise may be negotiated with the Admin Assistant. Cheques should be made payable to "East Bergholt C of E (VC) Primary School".

## **Alcoholic Drinks**

The selling of alcohol requires the hirer to obtain a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

## **Insurance**

The hirer shall indemnify East Bergholt C of E (VC) Primary School against any claim for bodily injury, or loss of or damage to property (real or person) whether belonging to the school or any other person. If the said loss, damage or injury is caused by the negligence of the hirer, or by the negligence of any person using the premises with the permission of the hirer, the hirer will be liable.

**The hirer must have a minimum of £5,000,000 PUBLIC LIABILITY INSURANCE, copies of which must be given to the school.**

Organisations should also consider whether staff and helpers should be protected by personal accident/employers' liability insurance etc.

## **Cleaning**

**The hirer is responsible for ensuring that the premises are left in a clean and tidy condition**, including replacing any furniture that may have been moved. Any additional expense incurred by the school in the moving and replacement of furniture and equipment, or in extra cleaning that may be necessary to return the premises to a satisfactory condition, shall be recharged to the hirer.

## **Use of the facilities**

The hirer will be responsible for the proper use of the facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings, and school equipment. The hirer must make clear in their risk assessment who their first aider is and who is responsible for Health and Safety (i.e. checking the event for potential risks and putting measures in place to prevent incident)

The hirer shall be responsible for making good any damage to the premises or property. East Bergholt C of E (VC) Primary School reserves the right for its representative(s):

- To be present during any period of hire;
- To inspect activities at any time;
- To put a stop to any activities deemed to be inappropriate or conducted without due care and attention

## **CHILDREN UNDER 18 MUST BE DIRECTLY SUPERVISED BY ADULTS AT ALL TIMES.**

The hirer must use only that part of the building hired and must observe any instructions given by the Caretaker. The hirer is not entitled to enter or use the premises at times other than those shown on the booking form.

Hirers should acquaint themselves with the Fire and Safety regulations and procedures relating to the premises in use, particularly the location of fire alarms, extinguishers and emergency exits. Organisations should make provisions for their own First Aid. First Aid cabinets are located in the corridors and hall and may be used in an emergency.

Hirers are expected to bring to the attention of school staff any concerns about the state of the premises or equipment used. Please report any problems promptly.

Hirers should ensure that any equipment brought onto the premises has been adequately PAT tested. East Bergholt CEVCP School (including grounds) is a non-smoking site. Hirers are responsible for ensuring all users adhere to this policy.

Only assistance dogs are permitted on the school site. Hirers are responsible for ensuring all users adhere to this policy.

Individual organisations working with children and vulnerable people are responsible for ensuring they have appropriate child protection checks, training and procedures (e.g. DBS checks).

Parking – Cars may only be parked (**at owner's risk**) in the designated car park. Hirers must receive permission from the Headteacher for any vehicles (other than the emergency services' vehicles) required on any other part of the site. Hirers are responsible for ensuring all users adhere to this policy.

## **Contacts**

A hirer contact will be given to the user following confirmation of the letting.

## **Additional Regulations and Conditions of the Use of Sporting Facilities**

It is a requirement that appropriate footwear is worn at all times and Outdoor Footwear must not be worn in the Main Hall.

Outdoor Footwear must be removed before using the indoor toilet facilities.

Although School staff will try to ensure that the pitches are free of litter and debris, it remains the responsibility of the user to satisfy themselves that pitches are safe to use and clear of any debris that may cause injury.

## **Additional Regulations and Conditions of Use of Halls**

The hirer is responsible for ensuring that any necessary licences required for a particular event have been obtained. The school retains the right to inspect any licence or certificate mentioned in the following paragraphs.

### **Theatre Licence**

No stage play shall be performed unless a theatre licence has been obtained from the appropriate Town/District Council. No booking will be confirmed unless such a licence has been obtained. The hirer must observe any conditions attached to the licence.

### **Performing Rights Licence**

No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of copyright. The user shall indemnify the school and the County Council against infringement of copyright which may occur during the hire period. Queries about obtaining a Performing Right Licence should be directed to The Performing Rights Society Ltd, 29/33 Berners Street, London W1P 4AA.

### **Justices Licence**

Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer or provided by the holder of an occasional licence granted by the Justices for the function for which approval has been given. The selling of alcoholic drinks also requires a licence.

### **Cinematograph Licence**

Users wanting to regularly put on cinematograph shows, unless in possession of the relevant certificate from HM Customs and Excise, should apply to the appropriate Town/Council for a licence.

### **Public Entertainment Licence**

The school holds a Public Entertainment Licence which gives permission for public music, singing or dancing between the hours of 7.00pm and 11.00pm, Monday to Saturday.

Users must ensure that instructors/supervisors/coaches hold appropriate valid qualifications or can demonstrate they have had suitable and adequate experience to provide instruction.

Scenery, costume and drapes used for stage performances or the like in the school hall must be fire-proofed.

Specialist lighting or amplifying equipment for dances etc is not included in the hire of the school.

No exits must be blocked, or furniture/equipment/obstruction placed in corridors. Fire appliances must not be tampered with or removed other than for fire fighting purposes.

The user shall not exceed the licence seating and/or dancing capacity in the hall which is as follows:

All seated at tables	75 persons
Dancing area and seated at table	120 persons
Closely seated audience	120 persons (including cast and staff)

## **VAT**

The prices quoted in the scale of charges are exclusive of VAT. The current rate of VAT will be added where necessary to the charges in respect of sporting activities.

VAT on sporting activities is not applicable if the following conditions are met and adhered to:

- A series of 10 or more sessions are booked by a club/organisation
- The session must be not less frequently than once a fortnight (except for school holiday breaks)
- The complete series of 10 sessions must be paid for, whether or not the option to use the facilities is exercised on every occasion.

## **Safeguarding & DBS**

East Bergholt CEVC Primary School is committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the third party provider, (i.e. the hirer) rather than the School.

Hirers providing services to children must have policies, procedures & DBS checks in place to ensure children's safety and these must be supplied to the School upon request. The school will discuss any safeguarding concerns that arise with the organisations hiring the premises as it is important to work with the hirers to make sure that safeguarding standards are high and to minimise any potential risk.

The hirer must comply with the School statement on British Values (on the website) and the PREVENT agenda. By signing the hiring agreement the hirer confirms that the principles of democracy, rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs are upheld.

It is the responsibility of any third party provider (i.e. the hirer,) as the employer, to carry out DBS and other checks on its staff. The school will ask for written confirmation of DBS checks if there is a possibility of unaccompanied staff coming into contact with pupils at the school.

## **Covid-19**

During the pandemic the school will refer to SCC Covid guidance and the school risk assessment before allowing any lettings in school. The Headteacher will liaise with the person requesting the letting prior to any agreement taking place.

## **Problems**

If you encounter any problems, please contact the School's Admin. Assistant on 01206 298202 who will endeavour to help you.

Reviewed : February 2025

Next Review : February 2026

This document must be read alongside the school's Policy for Health and Safety and both documents signed by the hirer.

### **Definitions**

Those people making use of the premises hired under a letting agreement between the school and the hirer are known as users in this document. The person or organisation actually entering into the contract with the school is the hirer. There should be a person or persons 'supervising' or organising the users - in this document the term steward is used for these.

### **General Conditions**

- Lone working procedures need to be in place to cover the person unlocking/locking up and other support activities. Separate guidance on [lone working](#) is available if required.
- The hirer is responsible for the health and safety issues, not the school. All statutory requirements must be observed and school specific requirements complied with.
- Lettings may occur during the hours of darkness. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and egress, including around the car park. As the hirer is in control of such lighting, they will be shown where the switches are. Stewards must have torches to assist in the event of an evacuation as there is no internal emergency lighting.
- Details of vehicle and pedestrian entrances and exits, parking facilities, toilets etc. are made known to the users.
- The school and county council will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the school site. Parking is made available only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only.
- The hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by the site supervisor/ member of school staff concerning the area available.
- Hirers are responsible for signing in and for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for.
- Hirers will be acquainted with the emergency and evacuation procedures (which are on display), including the location of the fire alarms, extinguishers and emergency exits and muster points during a premises familiarisation session in advance of the actual hiring. Once completed the hirer takes responsibility for briefing other users associated with the hiring. They must also carry out their own fire drills. Fire appliances must not be removed or tampered with other than for fire fighting purposes. The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The hirer is responsible for drawing up specific evacuation plans for any disabled people. Procedures are in place in the event of a fire alarm call point being set off accidentally. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the school's fire risk assessment.
- Rooms that are made available to hirers are checked periodically (not less than once per term) to ensure that they are in a suitable condition for the specific activity that any lettings will involve. Records of such inspections are kept. The schools is not responsible for the users' activities, but are assured that the activity and the hired room/equipment available are compatible.
- Any precautions required to ensure the users' safety when using equipment are the responsibility of the hirer. Equipment will be provided by the hirer and not by the school. All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should not be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer.

- It is the responsibility of the hirer to provide first aid equipment and trained personnel.
- Smoking is not allowed in any part of the school premises.
- The hirer shall not allow so many users into the premises as to exceed the seating and/or dancing capacity of the premises. Even if the stated capacity is not exceeded, the hirer will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency.
- The hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
- The Headteacher reserves the right to have a member of school staff present throughout the letting and to put a stop to any event that is not properly conducted.
- The hirer is responsible for providing access to a mobile telephone for emergency purposes.
- Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
- The hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition including replacing any furniture that has been moved. Any specialist cleaning or disinfection required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer.

**In the event of an incident, fire or near miss**

- The school will ensure that **County Council Incident Report** forms are made available to the hirer who, in turn, must ensure one is completed whenever necessary. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.