



TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school’s pupils or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Board will ensure that there are arrangements in place to liaise with the school on these matters.
- The Board may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Board may agree to obtain DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice) through Human Resources Services.
- The Board will require evidence of appropriate qualifications for hirers using facilities for specific activities
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

COVID-19 Restrictions/Regulations

New Government, DfE, Sporting regulations have come into force due to the current COVID-19 pandemic. They are required by law to protect individuals/groups/teams. It is the sole responsibility of the Hirer to conform/comply with COVID-19 restrictions/regulations in respect to their letting.

GDPR Compliance

New GDPR legislation comes into force on 25 May 2018. You are required by law to protect personal details of individuals. It is the sole responsibility of the Hirer to comply with GDPR in respect to their letting.

Health & Safety and Fire Induction

The Hirer will be provided with a Health & Safety and Fire Induction to establish safety arrangements and fire evacuation procedures.

Priority of Use

The facilities or business manager with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Board that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is *£2 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, or the Learning Trust, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof

during the letting of the premises.

Schools will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the facilities or business manager. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools' resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Learning Trust. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency

event.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Board, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Board's current scale of charges. In the case of 'one off' lettings, payment must be received by the school either prior to or on the date of the letting taking place. For on-going/block bookings, the hirer will be invoiced each half term for their letting. Prompt payment would be appreciated. If this does not happen, then the hirer will be subject to an administration fee for late payment, again, in accordance

with the Board's current scale of charges.

On-going Lettings

In circumstances where the Hirer requires a letting to be on-going, bookings will be made on a termly basis. This is to allow the Board of Directors to review the use of the premises throughout the year and renegotiate the scale of charges, terms and conditions and priorities of the Learning Trust.

Security

The Board will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Board of the school.

Right of Access

The Board reserves the right of access to the premises during any letting. The Headteacher, facilities or business manager or members of the Board may attend to monitor activities from time to time.

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the hirer.

No additional lighting effects or electrical equipment shall be introduced in the premises without the previous consent of the school who may appoint a competent electrician or lighting engineer to check its suitability. A charge may be levied for this service.

The Hirer shall not bring onto the premises any explosives, flammable spirits or any kind.

Any equipment the Hirer wishes to store at the school prior to the event can only be done so with the School's consent. The Hirer shall ensure where they are using equipment, they have an appropriately qualified person to use the equipment.

The hirer shall not be allowed to give any cinematography show on the premises unless non-flammable films are used. Appropriate licences must be obtained by the hirer and a copy forwarded to the School.

Appendix:2

Community groups must obtain a copyright license where necessary and a copy forwarded to school.

Smoking is not permitted anywhere on site.

Food and drink may only be consumed within designated areas agreed with the School.

Animals, other than guide dogs, are not permitted on the School premises.

Specialist or large items of equipment must not be brought onto the premises without prior agreement with the school.

The Hirer shall not use or permit to be used, any naked lights, any inflammable material, costume, decorations or scenery on the premises and shall not allow any act or performance to take place on the premises which might endanger persons on the premises or the premises themselves. Notices/decorations may only be placed on notice boards, or in areas agreed with the School at the time of booking. The hirer shall agree all arrangements for seating, decorations and scenery, use of equipment or structure of any description with the school at least fourteen days prior to the commencement of hire and shall agree to abide by the licensing regulations in force at the time of booking.

The Hirer, where applicable, must obtain public performance licenses, and a copy forwarded to the school.

No wax or powder shall be placed on the floor without permission of the School.