



General Terms & Conditions for Hire of School Premises

WE ARE A SCHOOL PLEASE REMEMBER TO RESPECT AND LOOK AFTER OUR FACILITIES, NEIGHBOURS AND OUR CHILDREN

1 Applications

- a) All correspondence and applications for the hire of any part of the School, including the land within its ownership or control ("the Premises") or any of its facilities must be made in writing directly to the Business Manager.
- b) Bishop Justus Church of England School ("the School") reserves the right to call for further particulars about any proposed letting and the person or organisation applying for the letting (the "Hirer") and to inspect the hired Premises at any time.
- c) All applications for the hire of any part of the school by a club or organisation must be accompanied by a copy of the most recent audited accounts of that club or organisation.

2 The Hirer

- a) The Hirer must be over 18 years of age and must be the person signing the application. If the application is made by a corporation, the person signing must be duly authorised to sign.
- b) The Hirer shall be responsible for:
 - i) The payment of all charges and other costs of the letting ("Charges") and ii) the observance and performance in all respects of these Terms & Conditions. Where the context so admits the expression "the Hirer" shall include all persons who are permitted to enter the Premises for the purposes of the letting (including non-playing visitors).

3 Charges and Payment Terms

- a) Unless otherwise agreed in writing, the Charges shall be at the published rates applicable at the date on which the School accepts the Hirer's application.
- b) A deposit of at least £150 for commercial Hire rate must be sent with the Hirer's Application. This deposit will be retained by the school until the Hire is complete, any damage caused to the Premises, additional cleaning or overrun of the letting may mean that this deposit is not wholly repaid.
- c) The Hirer shall pay the full Charges 21 days prior to the commencement of the letting.
- d) The School reserves the right to vary its rates in any year.
- e) The School reserves the right to Charge for lettings which overrun the agreed time at double the School's published hourly rate for that letting.
- f) The School reserves the right to Charge for cleaning where the premises are left in a state which requires additional cleaning above that normally required

4 Cancellation

- a) The School reserves the right to cancel any letting if the letting conflicts for any reason with the School's educational activities, if the School decides the hiring becomes undesirable or of objectionable character, or for any other reason beyond its reasonable control. Any Charges paid will be refunded, the School however will not be liable for refunds if the facilities are unusable or

unplayable due to severe weather conditions. Hirers are recommended to insure themselves against such eventualities. The School shall not be liable for any loss whatsoever sustained, any claim for compensation or any costs or expenses incurred, by the Hirer in anticipation, or arising directly or indirectly out of any such cancellation of the letting by the School.

- b) Cancellation by the Hirer of a confirmed letting will only be accepted if a request to cancel is received in writing and the following cancellation charges are paid on demand by the Hirer: Over 30 days 25% (the non-refundable deposit)
15-30 days 33%
Less 15 days 50%

5 The Hirer's Obligations

- a) The Hirer is responsible for conducting their own Risk Assessment of their event.
- b) The Hirer shall exercise all reasonable care in carrying out the hire activities, the subject of the letting ("the Activities"). The Hirer shall be liable for any injury to any person or loss or damage to any part of the Premises or to any property on the Premises resulting from any acts or omissions of the Hirer.
- c) The Hirer shall only use those parts of the School (including agreed access points) and items of equipment or materials belonging to the School that have been expressly authorised in writing by the School to be used by the Hirer. This equipment or furniture should not be moved except by arrangement with the School and should be returned to its original position before the end of the letting.
- d) In carrying out the Activities, the Hirer agrees at all times to abide by the reasonable instructions of the School staff and any written Regulations notified to the Hirer which shall be deemed to be incorporated in these Terms & Conditions. In the case of Youth and Junior organisations a responsible adult must be in charge for the period of hire. If the Hiring finishes early a responsible adult must remain on the premises until a Caretaker arrives.
- e) The Hirer shall not carry out any dangerous or hazardous activity or do or omit to do anything which may give rise to or result in a breach of any statute, regulation or other legal obligation having the force of law.
- f) The Hirer shall not carry out the Activities on the Premises without obtaining such licences as may be required from any other body including, but not limited, to a licence to sell or supply intoxicating liquor, or for public music, dancing or other public entertainment, or for gaming. The Hirer shall be responsible for obtaining such licences as may be required and shall at all times comply with such conditions as may be specified in the licence.
- g) The Hirer shall not without the prior written consent of the School bring onto the Premises any animals,

or any equipment, substances or materials which may constitute a risk to health or safety.

- h) It is a condition of this letting that the Hirer shall not permit smoking or (except external areas by written arrangement with the School) the sale of alcoholic drinks, the use of naked flames or the use of illegal drugs to take place on the Premises.
- i) No alterations to power or lighting may be made to the Premises or the use of any attachments such as glue, tacks, tapes etc. to the walls, floors, doors, ceilings, window frames or fittings of the said Premises.
- j) The School reserves the right to remove from the Premises any person who in the School's opinion is undesirable or whose behaviour is unacceptable.
- k) The Hirer shall ensure that the number of persons using the Premises shall not exceed the number authorised.
- l) All rubbish from the hirer's event, including bottles and cans, must be removed from the premises and taken away for disposal. It is not permitted to deposit in dustbins on school premises either internally or externally. There will be a financial penalty if this is not observed.
 - m) The Hirer shall ensure that all persons who are permitted to enter the Premises for the purposes of the letting are made aware of the terms of Conditions, special conditions applying to all-weather pitch, sports hall or any facilities
 - n) The Hirer shall ensure they have a complaints procedure in place to deal with complaints from a member of the public.
 - o) The Hirer will provide details of their Safeguarding contact and will have the necessary safeguarding policies and procedures in place to safeguard children this may include inspecting the provision

6. Use of Special Facilities

- a) The use of the School's catering services, playing fields, the all-weather pitch, netball courts and/or the Sports Hall shall be subject to Special Conditions which relate to them and which shall be deemed to be incorporated in these Terms & Conditions.
- b) If used by the Hirer, the changing facilities for the all-weather pitch and sports hall must be vacated no later than 30 minutes after the end of the Hirer's letting.
- c) All persons under the age of eighteen must be supervised by a responsible and, where appropriate, properly qualified adult.

7 Assignment or Sub-letting

The Hirer shall not assign or sub-let the letting without the prior written consent of the School. Any rights granted in this Agreement of Hire are granted solely to the Hirer and may not be passed to another by the Hirer.

8 Termination

The School shall have the right to terminate the letting at any time if:

- a) the Hirer is at any time in breach of any of these Terms & Conditions or any Regulations, or
- b) payment of any Charges is not received in full by the due date Whether demanded or not.

- c) Failure to have the necessary Safeguarding policies and procedures in place can entitle the school to terminate the agreement.

9 Liability and Insurance

- a) The School, School Staff and the Governors shall not be liable to the Hirer for any loss or damage to the Hirer's property unless caused by the negligence of the School, its Governors or staff. The personal possessions of the Hirer which are brought onto the Premises are entirely at the Hirer's own risk. The School does not accept responsibility for any articles of clothing or property left by any member of the public following the hiring.
- b) It is agreed by the Hirer that:
 - i) the Hirer shall indemnify the School from and against any loss or damage which the School may suffer as a result of any claim by any person whomsoever arising out of or in the course of this hiring except where such liability loss or damage results from the negligence of the School its servants or agents.
 - ii) the Hirer shall be liable for any loss or damage which occurs to the Premises hired in this agreement during the period of hire or arising out of the hiring and the Hirer undertakes to pay the School the costs of making good any aforementioned loss or damage.
 - iii) It is the Hirer's responsibility to provide evidence of Public Liability Insurance in the form of certificate, a copy of which has to be lodged with the school for the duration of the letting. If such evidence is not available, the Hirer will be subject to a 10% levy payable to the school, which will be added to the total cost of hire.
 - iv) The school would consider it essential that any organisation operating regularly in the Premises should have a continuing public liability policy to cover the possibility of claims arising out of all aspects of its activities.

10 Fire Regulation

It is the Hirer's responsibility to take notice of Fire Regulation signs which are strategically displayed, to assist easy evacuation of the building in the event of a fire. At the start of any function, the Hirer must relay this information to all persons present. The Hirer will be required to sign a declaration on the booking form that this will be carried out.

11 Parking

- a) The Hirer may only park vehicles in designated School places or as agreed in writing with the School. The School is not liable for any damage to cars or property stolen whilst parked on the Premises.
- b) The Hirer must remove its vehicles from the Premises promptly at the end of the letting.
- c) The Hirer must provide adequate stewarding for controlling parking if necessary.
- d) Vehicles parked in unauthorised places or not removed pursuant to paragraph (b) above may be wheel clamped. The school reserves the right to charge a £50 release fee for the removal of each wheel clamp.