

# **Kington St Michael CE Primary School**

## **Conditions of Hire for Letting of Premises**

### **A. General**

1. Educational and other statutory requirements take precedence over any other use. In the event of the school needing to cancel an agreed letting, the school or Governors will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received.
2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.
3. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. All electrical equipment brought onto the site for use by the hirer should have an up to date test.
4. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
5. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.
6. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
7. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
8. Smoking is not permitted anywhere within the building or grounds.
9. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the Governors or the person to whom the control of lettings has been delegated, and the Licensing Authority.
10. The hirer is responsible for ensuring that the hire premises are left in a clean state and that all equipment is stored away. If, however, it is deemed that the normal cleaning regime is not able to absorb any necessary extra cleaning, a charge will be made to cover these costs. The Governors decision on this is final.
11. Attention is directed to the Children's' and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
12. Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday preceding the weekend of the letting.
13. Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
14. Floors of Assembly Halls, Sports Halls, Drama Halls and Gyms are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
15. No footwear liable to damage floors and floor coverings should be worn in the school buildings.
16. No animals other than guide dogs or hearing dogs are allowed on school premises.
17. The hirer is responsible for the security of the building at the end of the hire and should therefore be familiar with the reactivation of the security system.

### **B. Fire and Safety Precautions**

1. The hirer should be aware of the position of telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire. After the letting the hirer will check there are no apparent fire risks, ensuring that all electrical appliances and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to

### **C. Damage to Property**

1. The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which have been damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

#### **D. Indemnity**

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or Local Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
2. When appropriate, the hirer shall obtain adequate public liability and indemnity insurance.
3. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors and the Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of an breach or default in complying with such provisions.
4. The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
5. The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

#### **E. Right of Entry**

1. The Head, Governors, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

#### **F. Responsibility for Property**

1. The Governors shall not be responsible for goods (eg. materials, clothing), brought into or left in the building by the hirer or persons acting on their behalf.
2. Motor vehicles, bicycles etc are parked on the school premises at the owners' risk.
3. The opening and closing of premises for hirers, and attendance during the hiring, are the responsibility of a person approved by the Governing Body. This person will be in charge of locking the school and setting the alarm system.

#### **G. Sale of Alcohol**

1. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the relevant authority. Such a licence must be shown to the administration officer before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

#### **H. Failure to Observe Conditions**

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.
2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.
3. In the event of any dispute arising out of these conditions, the decision of the Governors shall be binding.