

St Katharine's CE (VC) Primary School
Approved by Governing Body on 25th November 2009

Terms and Conditions of Letting

A. General

1. 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 written consent of the Headteacher.
2. The Hirer shall designate a named individual as the person responsible for the premises during the hiring.
3. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. The School may wish to make a separate charge for this use.
4. All lettings between October 1st and March 15th will be charged at the winter rate and those between March 16th and September 30th will be charged at the summer rate. Any requirement for heating during the summer period should be indicated on the application form and the appropriate charge will be payable as if for a winter letting.
5. All passageways and exits shall at all times be kept free from obstruction.
6. Posters and placards will not be permitted on the premises except by prior consent of the Headteacher.
7. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
8. No electrical equipment shall be brought onto the premises (whether by the Hirer or any other person) without the written consent of the Headteacher, who will normally require the equipment to be subjected to tests and may refuse consent in his absolute discretion.
9. 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 onto the school premises, except with the Headteacher's written consent and then subject to any terms and conditions imposed by the Headteacher.
10. Smoking is not permitted.
11. The hirer shall be responsible for the maintenance of good order and behavior during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the Governors and, if appropriate, the Licensing Authority.
12. School Kitchen may be used only for the preparation of hot and cold drinks unless written approval of the Headteacher is obtained and a separate charge is agreed.

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13. No more than ninety (90) persons (whether adult or child) shall be present in the premises at any time.
14. 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 proceeding the weekend of the letting.
15. Consent to the use of the grounds may be withheld if the Headteacher considers the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space for the school's own activities.
16. No substance is to be applied to the floor of the Hall to prepare it for dancing.
17. No footwear liable to damage floors and floor coverings should be worn in the school buildings.
18. If a piano is hired, the only one to be used is that indicated by the Headteacher.
19. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.

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.
2. Before using the premises hirers are responsible for checking that:
 - Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
 - Safety lighting is working satisfactorily
 - Seating and gangways are arranged in accordance with safety rules
 - Fire fighting equipment is available for immediate use
 - The maximum permitted number to be admitted is not exceeded
 - The hirer is familiar with the layout of the building
3. In the event of a fire or the fire alarm sounds:
 - the responsible person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds;
 - everyone should leave the building ensuring that all doors are closed after they have been passed through. All persons should go to the designated assembly area where a check on those present should be carried out - either by using the list of attendees or by individual enquiry;
 - if anyone is missing, an organised search should be initiated. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for missing persons, no one should be allowed to re-enter the building until authorised by the

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Senior Fire Brigade Officer present. No search should be undertaken if fire has taken hold of the area concerned. This should be left to the Fire Brigade;

- There may be an opportunity to use the nearest fire extinguisher or hose reel to attack the fire or to keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, fire fighting is always secondary to safety of life.

4. After the letting the responsible person will check there are no apparent fire risks. At the end of the letting hirers should ensure 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 etc

1. The Hirer shall repay to the School 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 shall be 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 School and its Governors and staff 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 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. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £5 million, unless the School is satisfied that the activities at the premises during the let will be covered by existing insurance cover in favour of the School.
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.

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

F. 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, any conditions of any consent or approval or 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.

G. Responsibility for Property

1. The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.
2. Cars are parked on the school premises at the owners' risk.

H. Statutory Requirements

1. Public music, singing and dancing can take place only in premises that have a Music, Singing and Dancing Licence. Hirers must ensure they obtain all necessary licences and that they observe the conditions of such licences. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
2. Public performances of stage plays, etc., can only take place in premises that have a Stage Play Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
3. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the Justices of the Peace. If it has been agreed by the Governors that intoxicating liquor may be consumed on the premises, such a licence must be shown to the Headteacher before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access.

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Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

End of conditions