

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES *(the “Conditions of Hire”)*

between

_____ *(the “Hirer”)*

and

Archbishop Tenison’s CE High School *(the “School”)*

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

General Conditions

These terms and conditions apply to any let, for a specified number of hours to be mutually agreed and stated on the Lettings Proposal Form.

The hirer must be over the age of 18 years; have completed the Lettings Application Form and have adequate Public Liability Insurance (PLI) cover in place to protect the hirer against injury, loss or damage caused to third parties or their property.

The hirer must indemnify Archbishop Tenison’s High School in the minimum sum of £5 million against all public liabilities and evidence of cover must be provided before the let takes place.

The Governors reserve the right to limit the number of people admitted to the premises depending upon the type and size of the accommodation hired.

The Governors may cancel the hiring with respect to any period of hire in the event the premises are required for any educational or maintenance purposes or other purposes of the Governors or Headmaster. The School will give as much notice as is possible in any such event. Any payment already received for the period concerned will be returned but no other liability or consequential loss will be accepted by the School.

Cancellations and alterations to times: see Letting Notice below.

Permission to use the premises is personal to the hirer who may not therefore assign it or sub-let the use of the premises. Nothing in this agreement shall create a tenancy.

All hires are subject to the hirer or his authorised representative occupying and vacating the premises at the stated times. The period of hire allows for preparation and any necessary clearing afterwards.

Where the letting involves/includes a children’s activity or vulnerable adults, it is expected that the hire of the site should be supervised by someone with an enhanced CRB check. In the case of Youth or Junior organisations, a responsible adult must be in charge for the period of hire. The premises will not be opened until the responsible adult has arrived on

site and the School will not take responsibility for any minors left on site without parental supervision.

Security of the Premises

Entrance to the School will be via the Main Entrance, which will be opened by the School at an agreed time. If the hirer wishes to use an alternative entrance, then this can be arranged directly with the site supervisor on duty. For security reasons, the School keys will not be available to the hirer.

Use of Facilities

The hirer will be responsible for the proper use of the School facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings, or School equipment. The Hirer will be responsible for making good any damage to the premises and property.

Nails, tacks, screws etc., shall not be driven into any of the walls (nor shall anything be stuck on to the walls using sticky tape), floors, ceilings or fittings. No alteration or addition to the electrical installation shall be made and no equipment or apparatus is to be connected to it.

The wearing of footwear of any kind that is liable to damage or mark the flooring within the facility is strictly prohibited.

The Hirer, on arrival, should report any damage, litter or disorder immediately to the site supervisor on duty.

The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition. As a guide the Hirer should leave the rooms in at least the same state as they are found at the beginning of the let. If the Hirer fails to leave the premises clean, neat and tidy, the School's cleaners will clean the premises and will charge the cost to the Hirer.

The Hirer is responsible for ensuring that the let finishes promptly. The School will charge for the extra costs incurred for any significant over-run on the let times.

The Hirer agrees to pay the School on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.

No intoxicating liquor shall be included in the refreshments available at any functions without the express approval of the Governing Body. No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the School in advance. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

Parking is permitted in the School car park (5 mph speed limit). Parents and staff of the hirer should display a card clearly in their car windscreen to identify that they are associated with the hirer. Vehicles must not be parked where they would cause an obstruction. The School cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the School premises.

In classrooms the hirer is responsible for ensuring that Archbishop Tenison's High School pupils' property; work or equipment is not interfered with in any way.

All furniture should be returned to its original position at the end of the letting period.

The School will create a user area with login passwords for the hirer to use. It is the hirer's responsibility to ensure that the content in user areas is appropriate. Computers and interactive whiteboards, and associated equipment may be used by the hirer.

No smoking is permitted anywhere on the School premises. This applies to the whole site, both inside and outside School buildings.

Authorised Officers of the School may enter the premises at any time for any reason during the letting period.

Any event deemed to bring the School's good name into disrepute can be cancelled at any time by the School.

Letting Notice

The let between the Hirer and the School is yearly by academic year. Three months' notice shall be given on either side to terminate the let. The let will be reviewed yearly with the Finance manager and the hirer in the summer term, and by arrangement at other times if required.

Any changes to the let, including cancellations of a specific Saturday let, or changes in the number of rooms let, will be notified to the School by the Hirer by no later than the 15th of the month for the following month.

Billing for Hire

The school will bill the hirer monthly in arrears.

Health and Safety

The School may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with the Fire and Health and Safety regulations.

The Hirer is responsible for carrying out a risk assessment for any activities carried out during the letting, a copy of which must be held by the School.

The Hirer is responsible for arranging first aid provision for the period of hire. Should the Hirer need to call the emergency services during a let, the duty Site Supervisor must be informed.

The Hirer must ensure that the number of people using the premises does not exceed that for which the application was made and approved.

The Hirer is responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated. The Hirer will be liable for all damage caused by unruly or inappropriate behaviour.

Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of Hirers to carry out their own fire drills and organise their own fire procedure.

All users will evacuate the building via the nearest exit point and muster at the designated point. Users must not re-enter the building until the “all clear” has been given. The Fire Service will give this.

Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

Any precautions required to ensure the users’ safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases 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.

Any mains powered electrical equipment brought onto the premises by the Hirer must be safe and have up to date PAT tested certificates (the certificate should 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.

For security reasons, the Hirer will not have access to the School telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.

No combustible materials are to be used within the School, except with the express approval of the Governing Body. The School may on occasion allow barbecues and candles to be used on site, but only for one -off occasions and where the safety measures are agreed and arranged in advance.

Animals, other than Guide Dogs, are not permitted anywhere on the School premises. This is purely on grounds of hygiene.

Statutory Requirements

All statutory requirements, including those relating to health and safety, public entertainment and theatre licences, must be strictly fulfilled by the Hirer. Licences are required if tickets are to be sold at the door or advertised to the public, if tickets are offered to friends and neighbours and even if admission is free and open to all. Film, music, dancing (including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those that are bona fide members of the organisation hiring the accommodation. Details of the statutory requirements can be obtained from the School. The Hirer is responsible for ensuring that all licence requirements are met in full.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the School premises unless the Hirer has obtained permission from the Society. Evidence of this permission should be produced if required by the Headteacher. No copyright material may be delivered or performed unless the consent of the owners of the

copyright has been obtained by the Hirer and has been shown to the Headteacher or his representative.

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary and must produce documentary evidence before the letting takes place. The Hirer will indemnify the School and LA against any action brought about by failure to obtain the necessary licence(s).

The following categories of letting may require a licence: -

Theatre licence, Copyright/Royalty licence, Cinematography licence, Alcohol, Music, Singing and Dancing.

Complaints

Complaints should in the first instance be addressed to the Finance manager. The Finance manager will try to resolve any issues or complaints in a fair and mutually agreed manner. In the event that the Hirer is not satisfied with the resolution, or with how a complaint is dealt with, the Hirer may appeal in writing to the Chair of Governors of the School at the School address.

The Chair of Governors may delegate resolution of a complaint to a subcommittee of representative governors. In dealing with all complaints the aim will be to come to a satisfactory resolution that allows for a continuing positive relationship between the School and the Hirer.

This agreement is signed on this the _____ day of _____ 20__

Signed on behalf of

Full name: _____

Title or position: _____

Date: _____

Signed on behalf of Archbishop Tenison's CE High School

Full name: _____

Title or position: _____

Date: _____