

Terms and Conditions for the Hire of the School Premises

Hire of School Premises: **Friesland School, Nursery Avenue, Sandiacre, NG10 5AF**

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(please insert School name, address & postcode)

Educational buildings and facilities are generally available when not required by the Trust for the purposes of education. Use of these premises is subject to various conditions, regulations and charges.

1. Interpretation

- a) Hirer: person making the application for a letting who will be personally responsible for payment of all fees or other sums due to respect of the letting.
- b) Trust : means the Two Counties Trust.
- c) School : which means the relevant Two Counties Trust School hiring out their premises in this agreement.

2. **The Term** of this Agreement is as stated on the Agreement form.

3. **The Hirer** is considered to be the person signing the Agreement form. In signing this form the Hirer not only acknowledges receipt of the Terms and Conditions of hiring the school premises but is also deemed to agree to ensure compliance of them.

In exceptional circumstances it may be necessary for the school to cancel a booking, in which case the deposit will be returned. As much notice as possible will be given, generally not less than 7 days and where possible an alternative will be offered. The School or the Trust will accept no liability in respect of communications incurred by the user due to such cancellation.

4. Use and Access

- a) The School permits the Hirer to access and use of the facility on the agreement form on the times specified on the same form.
- b) The School does not warrant that the facility is fit for the purpose of the hire.
- c) The School retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- d) The Hirer is responsible for ensuring good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period use. The School reserves the right:
 - To have a representative present at any function/hiring
 - To inspect the proceedings at any time
 - To put a stop of any entertainment or meeting that is considered not to be properly conducted or liable to cause offence
- e) The facility within the school hire remains in the Trusts' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy
- f) Entrance to the school will be via the Main Entrance, which will be opened at the agreed time. For Security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use.
- g) The Hirer is responsible for the proper use of facilities (specialist equipment is not generally available, i.e. interactive whiteboards, IT equipment, PA System, cooker, etc. unless pre-arrangements have been made) 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.
- h) 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 equipment.
- i) 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, tidy and satisfactory

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condition. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

- j) The Hirer must only use the area of the building or facility they have hired and must observe any instructions given by the school concerning the area available. The Hirer is not entitled to use or enter the premises other than at the agreed times, unless prior arrangements have been made with the School.
- k) The toilets are available to use.

5. Restrictions on Use

- a) The Hirer shall not use the Premises for any illegal purposes or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any owner or occupier of neighbouring property.
- b) The Hirer shall not make any alterations or additions to the Premises, shall not affix any items to the Premises and no interference is to be made with Schools property/equipment or other parts of the building which do not form part of this hire agreement.
- c) If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of the hire period.
- d) Any storage space must be agreed with the School before using.
- e) The use of school equipment must be agreed in advance of the letting.
- f) Alcoholic Drinks - approval by the School is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a licence. It is the responsibility of the Hirer to obtain the licence and a copy must be provided for the school. Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer, or provided by the holder of a licence for the function for which approval has been given. Unconsumed liquor, bottles, bottle cases, glasses and similar must be removed from the premises immediately after the function has ended.
- g) Illegal drugs are not to be brought onto or consumed on the Premises.
- h) No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas (gas fuelled BBQs may be used in the school grounds, subject to the approval of the Headteacher)
- i) Smoking is not permitted anywhere in the school building or grounds. This includes the use of e-cigarettes and vaping.
- j) No betting, gaming or gambling is allowed on the Premises.
- k) Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises.
- l) For security reasons, the Hirer does not have access to the school telephone. Hirers should acquire a mobile phone for use in an emergency.
- m) No changes to fixture or fittings should be made to the property. No changes to fixture or fittings should be made to the fabric without prior approval.
- n) Appropriate foot wear must be worn in the premises, particularly in the School Hall/Gyms where no footwear must be worn that might risk damage or mark the floor.

6. Hire Fee and Deposit

- a) The Hire Fee per session and is payable in advance. In the case of a regular booking, payment will be required .
- b) The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

7. Condition and Damage

- a) If hired the Hirer will keep the School Playground/field in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- b) Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building,

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equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

8. Insurance & Indemnity

- a) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised and has considered protection by personal accident insurance/employers liability for their staff or helpers.
- b) It is the responsibility of the Hirer to effect adequate public liability insurance and is required to provide a copy to the School.
- c) The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) and would find it difficult to obtain.
- d) The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions that there is no damage to the fabric of the building, furniture and fittings of any school equipment.
- e) The Hirer shall indemnify the School when signing the application & agreement forms against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the School or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- f) The effect of this is that the Hirer will be liable to indemnify the School for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

9. Loss

- a) The school does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any carpark provided or injury to any persons however caused.
- b) The School shall not be liable for any loss of damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown or plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the premises.

10. Assignment

- a) This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

11. Health and Safety

- a) The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation
- b) The Hirer should, as far as possible, have any accurate list of those present
- c) Any portable electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (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.
- d) The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the School.
- e) Hirers should acquaint themselves with the Fire and Safety Regulations and relating to the area of the

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emises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.

f) **In the event of an incident or near miss**

- All incidents must be reported to the school where an Incident Report will be completed via the Every Management System. A copy of which will be made available to the Hirer, who in turn must ensure that an investigation is undertaken and findings reported to the school.
- A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any finds that may be relevant. Schools are not responsible for undertaking risk assessments for the Hirer's activities.

In the event of a fire

- The Hirer will call the Fire Service (if school staff are not present and supporting the activity)
 - All users will evacuate the building via the nearest fire exit and muster at the designated point.
 - Users must not enter the building until the 'all clear' has been given. School staff or the Fire Service will give this.
 - Fire must be reported using the Every Management System.
- g) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- h) The Hirer will immediately inform the School of any emergency, accident, injuries or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- i) No combustible materials are to be used within the school, except with the express approval of the Headteacher.
- j) The Hirer shall be deemed to be the nominated responsible person to be in charge of and upon the premises at all times during the period of the letting.

12 Safeguarding and Child Protection

- a) Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Trust upon request.
- b) At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted to control the movement of the children as required by the Children's and Young Persons Act 1933.

13. Licences

It is the Hirer's responsibility for ensuring that any necessary licences required for a particular event have been obtained. The Hirer will indemnify the School and The Trust against any action brought about by failure to obtain the necessary licences:

The following may be required: - Theatre Licence, Copyright/Royalty licence, Performing Right Licences, Cinematography licence, Justices Licenses, (i.e. alcohol), music, singing & dancing.

14. Car Parking

- a) Subject to availability, these may be used by the Hirer and other adults involved in the letting

15. Cancellation

a) **By the Hirer**

Cancellations should be made in writing at least 24 hours before the proposed letting otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for an alternative booking the following term, if applicable, or refund the fee if no further bookings are required.

b) **By the School**

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The School will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

The school has the right to cancel any booking if terms and conditions are broken and charges will not be refunded.

16. Advertising

- a) The Trust must approve of all advertising concerning the use of the premises. This includes the use of social media.