

# **Terms and Conditions for the hire of School facilities**



## **Acceptance of Terms and Conditions**

- The hiring of facilities at Sir John Leman High School is permitted only on the conditions set out below.
- A completed *Application for Hire of School Facilities* form, signed by the hirer, is deemed to be acceptance of these conditions.
- The school reserves the right not to let the school facilities.

## **The Hirer**

- The Hirer is the person making the application for a letting.
- Lettings will not be made to persons under the age of 18 or to any organisation or group with an unlawful or extremist background.
- For lettings where children, young people or vulnerable adults may be involved, the hirer will be required to provide evidence of appropriate safeguarding policies and procedures.
- The hirer must nominate at least one responsible adult who will be on site during the period of the letting to ensure that these conditions are met. This person must be made known to school staff.
- The hirer must not sub-let the premises to another person.

## **Priority of Use**

- The headteacher (or delegated individual) will resolve conflicting requests for the use of facilities.
- Priority will be given to school functions at all times.
- Where a letting is affected by a school function, the school will give the hirer as much notice as possible and will offer alternative facilities as appropriate.

## **Attendance**

- The hirer is responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made.

## **Behaviour**

- The hirer is responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.
- Children must be supervised at all times within the school buildings and grounds.
- Noise must be kept at a reasonable level, as determined by school staff.

## **Safeguarding/Health & Safety**

- The hirer is responsible for Safeguarding and Health and Safety issues, including risk assessment.
- Where a letting involves working with children, young people or vulnerable adults, the hirer will be required to provide a copy of the relevant safeguarding policy.
- The hirer is responsible for the prevention of overcrowding and for keeping corridors, stairways and exits clear at all times.
- The hirer must ensure that participants are aware of emergency evacuation procedures and assembly points.
- The hirer must have immediate access to a mobile phone and emergency contact numbers for all participants whilst on site.
- The hirer must ensure that all participants are made aware of the fact that they attend at their own risk.

## **Public liability/accidental damage**

- The hirer will be required to confirm that adequate and appropriate insurance cover is in place for all activities.

## **Furniture and Fittings**

- Furniture and fittings must not be removed from the school buildings.
- No fittings or decorating of any kind necessitating drilling, nails, screws, pins, sticky tape or adhesive tack are permitted.

- Community notices must be handed to school staff.
- In the event of any damage to premises or property arising from the letting, the hirer will be required to pay for the cost of repairs.

### **Equipment**

- The hirer must supervise the safe and appropriate use of all equipment.
- The hirer is responsible for ensuring the suitability of all equipment used and for ensuring it is in good order.
- All equipment must be brought into and removed from the school buildings within the duration of the letting.
- In certain circumstances, storage of equipment can be arranged on school premises. This must be agreed in writing and charges may apply.
- The hirer must not bring equipment or articles of an inflammable, explosive or dangerous nature onto the school premises.
- The use of school equipment is only permitted if requested on the application form and agreed by the school.
- The hirer is liable for any damage or loss of school equipment.
- The hirer must give details of equipment which will be brought into school on the application form.
- Any electrical equipment brought into the school must have evidence of a Portable Appliance Test.
- The school cannot accept any liability for equipment or property brought onto or stored on school premises. This includes vehicles and their contents.

### **Toilet Facilities**

- Access to school toilet facilities is included in all lettings.

### **First Aid Facilities**

- There is no legal requirement for the school to provide first aid facilities for the hirer.
- Whenever possible, the school lettings staff will include a suitably trained person.
- The hirer should make their own arrangements, including the provision of first aid equipment and training as appropriate.

### **Food and Drink**

- The hirer must observe all relevant food health and hygiene legislation/regulations if the letting involves preparing, serving or selling food or drink.

### **Alcohol and Drugs**

- No alcohol or drugs are permitted on school premises.
- Any person thought to be under the influence of alcohol or drugs will be refused admittance.

### **Smoking**

- Smoking is not permitted within the school buildings or on school premises at any time.

### **Animals**

- The hirer must ensure that no animals or birds (except guide dogs) are brought into school buildings unless otherwise agreed by the school.

### **Suitable Footwear**

- The hirer is responsible for ensuring that all persons are wearing suitable footwear for the facility and activity.
- Stiletto heels are not permitted.

### **Copyright/Performing Rights**

- The hirer must not, during the occupancy of school premises, infringe any subsisting copyright or performing right.
- The hirer indemnifies the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right during the letting.

### **Public Entertainment**

- Film, musical, dancing and stage events will be considered public entertainment unless entrance is restricted to members of the hirer's organisation.
- The hirer is responsible for obtaining relevant licences for public entertainment.

### **Charges**

- Lettings charges are reviewed annually.
- Current charges are set out in the *Schedule of Lettings Charges*.

### **Payment**

- The payment method will be agreed at the time of application.
- Payment will be required from the hirer at the start of the letting period.  
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- The hirer will be invoiced at the agreed frequency with payment due within ?? days.
- The school reserves the right to charge the hirer for any repair or supplementary cleaning costs incurred as a result of the letting. A refundable deposit may be requested prior to the letting.

### **Cancellation**

- The school reserves the right to charge the hirer all or part of the letting charge if insufficient notice is given. Notice requirements are set out in the *Schedule of Lettings Charges*.
- It is the responsibility of the hirer to notify participants of any changes in dates or venues as a result of a cancellation.

### **Vacation of Premises**

- The hirer will ensure that the premises are vacated promptly at the end of the letting period.
- The hirer will leave the accommodation in a tidy, clean condition.
- All litter must be placed in the bins provided.
- The hirer will ensure that all school equipment is returned to the agreed position.
- The hirer remains responsible for children, young people or vulnerable adults taking part in an activity until a responsible adult collects them from the school premises.

### **Security/Data Protection**

- School staff will be responsible for locking and unlocking school buildings.
- The hirer will not be given keys to school buildings at any time.
- The hirer and participants are not permitted within any area of school premises not included in the letting.
- The school reserves the right of access to all school premises at any time.