

**Terms and Conditions
under which
Accommodation and Services
can be Provided**

(Referred to in the Application To Hire Form – LT01)



Hirer's Checklist

Contact the school for clarification and any of the points made below.

- Thoroughly read the Terms and Conditions of Hire booklet **LT02**
- Sign the Application to Hire form **LT01** confirming your full compliance with the terms and conditions of hire in **LT02**, and return form **LT01** to the school
- **Check you are covered by the school's Public Liability Insurance for Hirers – if not you will have to provide your own Public Liability Cover as a condition of Hire**
- Ask the school for details of their Public Liability Insurance Scheme for Hirers if you would like this
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period
- If alcoholic drinks are being provided you must:
 - inform the school at the time of booking
 - **obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)**
 - notify the local police one week before the event
 - ensure no alcohol is supplied to persons under 18
 - ensure no one is admitted to the function after 10:30 pm

nb. Licensees are responsible for running the bar and its conduct

- if you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid at the door:
 - **obtain an Entertainment's Licence from your local District or Borough Council well in advance of the event allowing a minimum of 28 days. For further clarification, please contact your District or Borough Council.**
 - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society
- If you are using kitchen facilities check you have received 'Guidelines for the Safe Preparation of Food **LT03**' from the school, and have discussed your catering requirements with Head of Kitchen prior to the hiring
- If you are hiring a swimming pool ensure that you have read and can abide by the guidelines outlined in the Health and Safety Executive's publication 'Safety in Swimming Pools', a copy of which should be available from the school or the English Sports Council – Publications

- Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department 01438 737300 or hertsdirect.org for further details)

Maximum Capacity for school functions

- there are no broad guidelines as each school is individually assessed
- the school should either arrange for the Local Licensing Officer to visit them independently or with the Fire Brigade
- advice will be given on the number/siting of exits, evacuation speed and occupancy figures

1. CARE OF THE PREMISES

- 1.1 The Hirer shall indemnify the school and the County Council from and against all costs, claims, expenses or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- 1.2 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy.
- 1.3 Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire. Even though the cost is repaid to Governors and County Council, considerable inconvenience is caused for other persons wishing to use the building.
- 1.4 The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- 1.5 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.
- 1.6 The Caretaker on duty, or some other person designated by the Headteacher of the school is responsible to, and the representative of, the Governors for the care of the premises.

2. PRIVATE PROPERTY

No responsibility can be accepted by the Governors or the County Council for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

3. PAYMENT

- 3.1 When the booking is made, the Hirer shall pay 10% of the hire charge by way of a deposit. This will not be returned in the event of a cancellation by the Hirer.
- 3.2 Payment of the balance of the full amount of the charge for the use of the accommodation and services shall be made not later than ten working days before the date on which the accommodation and services are to be used by the Hirer.
- 3.3 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.

4. INSTALLATIONS AND USE OF PREMISES

- 4.1 The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Governors in writing.
- 4.2 No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing.
- 4.3 The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.
- 4.4 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 4.5 The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the Caretaker or other representative of the Governors, to move the furniture back to its original position or to such a place as will facilitate cleaning (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 4.6 Hirers must comply with no-smoking requests.
- 4.7 No application will be granted for any purpose, which may jeopardise the insurance of the school.

5. MAXIMUM ATTENDANCE

- 5.1 For information on the maximum number of persons to be admitted to a meeting contact your Local Licensing Officer (address available from the school)

- **there are no broad guidelines as each school is individually assessed**
- **the school should either arrange for the Local Licensing Officer to visit them independently or with the Fire Brigade**
- **advice will be given on the number/siting of exits, evacuation speed and occupancy figures**

5.2 The number of chairs suitable for adults in Primary schools is usually less than the maximum capacity of the hall. Subject to 5.1 additional chairs may be brought in by the Hirer at his/her own expense. The Headteacher should be consulted about times of delivery and removal.

6. USAGE OF SCHOOL PREMISES ON SUNDAYS OR BANK HOLIDAYS

No application for the use of the premises shall be granted for Sundays or Bank Holidays, except with the consent of the Chairman of the Governing Body. Where consent is given, the use of the school premises end at 10:00 pm. An extension of this may be approved in special circumstances and prior notice should be given.

7. TERMINATION

- 7.1 If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.
- 7.2 The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 7.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 7.4 The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- 7.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and County Council shall have no further liability in that respect.

8. CHANGES IN CHARGES

The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month's notice in writing of their intention to do so. Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

9. FAILURE TO USE ACCOMMODATION

In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, no money that has been paid shall be refunded apart from the deposit, providing there are no damages.

10. USE AND TIMES

The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.

11. COPYRIGHT

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 020 7580 5544)

12. PUBLIC PERFORMANCES etc

- 12.1 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.
- 12.2 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice (see 5.1 above).

13. SWIMMING POOL AND GYMMNASIUM

- 13.1 Hiring swimming pool, gymnasium, or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.
- 13.2 Guidance on 'Safety in swimming pools' will be supplied by the school.
- 13.3 This publication is also available at £5.50 from:

English Sports Council – Publications,
PO Box 7
WETHERBY LS23 7LZ

Tel: 0870 5210 255
Fax :0870 5210 266

14 ALCOHOLIC DRINKS

- 14.1 If alcoholic drinks are to be served at a function:
- 14.2 The Hirer must inform the school of this at the time of booking the accommodation.
- 14.3 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 14.4 No person may be admitted after 10:30 pm.
- 14.5 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- 14.6 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
- 14.7 In order to obtain a Drinks Licence the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
- 14.8 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

15 USE OF KITCHEN FOR THE PREPARATION OF MEALS

- 15.1 It is advisable for the Hirer to discuss their catering requirements directly with the Head of Kitchen before the letting.
- 15.2 The Hirer's attention is drawn to the 'Guidelines for the Safe Preparation of Food LT03' which is available from the school

16 OUTSIDE EQUIPMENT

- 16.1 The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.

17 RACE RELATIONS ACT 1976

- 17.1 The hirer must:
- 17.2 Read the terms of Section 71 of the Race Relations Act 1976 (see 17.5)
- 17.3 Undertake to use their best endeavour to ensure nothing occurs during or in consequence of the hiring which would prejudice the Governors' or the County Council's obligations under Section 71 or other sections.
- 17.4 Be aware that the Governors and the County Council reserve the right to refuse future applications if this undertaking above is not met.
- 17.5 "Section 71: Without prejudice to their obligation to comply with any other provision in this Act, it shall be the duty of every Local Authority to make appropriate arrangements with a view to securing that their functions are carried out with due regard to the need (a) to eliminate unlawful racial discrimination, and (b) to promote equality of opportunity, and good relations, between persons of different racial groups."