



## **St Oswald's Catholic Primary School**

### **Terms and Conditions of Hire**

#### **1. Applications**

All correspondence and applications for the hire of academy premises must be made to Site Manager/Site Supervisor/Caretaker. Before accepting a booking the academy reserves the right to request further details of any proposed hiring.

#### **2. Hirer**

The Hirer must be over 18 years of age and shall be the person by whom the application form signed by. Such person shall be responsible for the payment of the hire fees in respect of the hiring and for complying with the terms and conditions of hire. Lettings will not be made to any organisation, group or individual with an unlawful or extremist background or to anybody to whom the academy does not wish to hire the premises. The lettings agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the academy them or of creating any tenancy between the academy and the hirer.

The Hirer shall not sub-let the premises to another person, organisation or group

#### **3. Cancelling/Postponement of Hiring**

The Academy reserves the right to cancel any hiring, without notice, where the Academy or its representatives consider it necessary for any cause outside of their control or whether information has come to light that the hire is unsuitable to take place on academy premises.

#### **4. Responsibility for Preservation of Good Order and Damage to Premises**

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. Footwear likely to damage the floors is not to be worn. No stiletto or any type of thin heel is to be worn in the Sports Hall, Gymnasium or other venue to be hired where such heel could damage the flooring. If the Hirer's activities involve outdoor use of academy facilities participants should ensure footwear is cleaned before re-entering the premises. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the Site Manager may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children/vulnerable adults taking part in an activity until they are collected by a responsible adult. Additional charges may be made where the Site Manager/Site Supervisor/Caretaker is unable to lock up whilst the Hirer ensures participants are safely vacated from the building beyond the time agreed in the letting agreement.

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All litter and property belonging to the Hirer or his servants or agents, is to be removed by the hire at the end of the period of hire. Any costs incurred by the academy in removing these items, or in additional cleaning required as a result of the hirer not taking care of the property during the letting will be paid by the hirer.

Any vehicles relating to the hirer must be parked in designated parking bays and hirers must not drive on school playing fields/grassed areas. Where the number of vehicles exceeds the number of designated parking spaces, the hirer must ensure that anyone parking off-site must be considerate towards school neighbours.

### **5. Intoxicating Liquor**

Intoxicating liquor shall not be sold or consumed on academy premises.

### **6. Food and Drink**

The academy does not allow the hirer to prepare/sell/consume food and drink on the premises as part of the hire

### **7. Licensing**

The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the relevant licensing authority unless such a licence has been so granted the hirer shall strictly obey and observe all the requirements laid down in the licence.

### **8. Safeguarding Children and Vulnerable Adults**

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff working on the premises in order to safeguard and protect children and vulnerable adults, including undertaking, at its own expense, an Enhanced DBS Disclosure for any staff who work with children and vulnerable adults or on the premises on a regular basis ('regular' has been defined as 3 or more times in a 30 day period or an overnight stay or unsupervised contact with children). Child and user safety must be paramount and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy.

The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding children on a continuous basis and should adhere to the guidance called Keeping Children Safe in Education

The hirer must state in any correspondence or advertising to parents that the activity is not run by the Academy. The Academy does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability. The following disclaimer shall be used in all advertising by the hirer:

'All providers have confirmed that they hold all necessary accreditation, qualifications and public liability insurance to organise and run the events and activities described. No duly appointed member of staff at St Oswald's catholic Primary School has inspected these services and parents must make their own enquiries and satisfy themselves as to the suitability of the providers before engaging their services. In all circumstances, neither the academy (nor the Local Authority) will accept any liability arising out of those events'

The hirer must attach their child protection policy with this hiring.

### **11. Furniture and equipment**

Furniture (other than chairs for use in halls) shall not be moved except by prior written arrangement with Site Manager/Site Supervisor/Caretaker.

No other electrical equipment or furniture should be brought into academy without prior written agreement with Site Manager/Site Supervisor/Caretaker.

## **12. Copyright**

The hirer or their agents shall not infringe any copyright, or performance rights. Hirers should note that the use of 'home produced' tapes or copies of music is not permitted.

- A) The Hirer shall comply with all the provision of the Copyright, Designs and Patents Act 1988. The Site Manager/Site Supervisor/Caretaker will require from the hirer sight of the relevant licence(s) at the time of booking the premises. If the hirer fails to do so any permission previously granted by the booking staff to use the premises shall be immediately cancelled and the booking staff shall have the right to recover fees, charges or any other payments referred to in these terms and conditions.
- B) The hirer shall indemnify the academy from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

## **13. Electrical systems**

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the prior written consent of the Site Manager/Site Supervisor/Caretaker. Consent may be subject to conditions and additional fees, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

## **14. Fees and Charges**

Payment shall be made to Bishop Chadwick Catholic Education Trust. All lettings fees shall be paid in full, following receipt of the invoice issued by the academy.

The hirer shall pay to the academy with, and in addition to, the hire fee appropriate to the hiring. In the event of damage occurring during the hiring the Hirer will be responsible for all repair costs.

The Academy reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these terms and conditions have not been complied with

## **15. Indemnity**

The hirer shall indemnify the Academy against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

## **16. Children's Entertainment**

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

1. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.
2. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.

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3. if any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactment's relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
4. a constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority. (Reference in these regulations to the education committee shall be construed as references to any sub-committee or officer to which powers in relation to academy lettings have been delegated.)

### 17. Hire of Playing Fields/Open Spaces

- A) No warranty is given by the Academy that the field or open space is fit for use proposed by the hirer and the hirer must satisfy himself as to the field or open space's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.
- B) The hirer shall be responsible for supervising the behaviour of all persons using the field or open space and must not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.
- C) No lines are to be marked on the field or grassed area without the prior written consent of the Academy.
- D) The hirer shall not allow the field or a part thereof to become fouled by dogs.

### 18. No smoking policy

It is against the law to smoke in substantially enclosed spaces.

Smoking/E Cigarettes are not permitted on the premises or within the grounds of the Academy.

The hirer must not allow any of their participants to smoke within the premises or the grounds of the academy at any time.

### 19. Capacity figures for St Oswald's Catholic Primary School

Area	Dancing	With tables and chairs	Seated audience (chairs only)
Main Hall	TBC	TBC	TBC

(The maximum capacity figures should be agreed with the Fire & Rescue Service - contact your local Fire Safety Officer for advice)

**20. Fire regulations, exits and other emergencies**

The Hirer must ensure that users and visitors comply with regulations as set out in the 'Fire Evacuation Procedures'. The Hirer must ensure that emergency exits, fire extinguishers, alarm points are not obstructed at any time during the hire period.

The Hirer should ensure that they are familiar with emergency equipment, such as fire extinguishers, alarms, telephone and first aid facilities. An emergency evacuation procedure should be established which will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.

The Hirer must ensure that there are adequate walkways available to allow free and easy access and egress to the facilities

Flammable and/or hazardous substances are not to be used, including gas cylinders/canisters, open fires or candles. Combustible material must not be placed adjacent to heat sources.

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**Declaration:**

I have read and agreed the Terms and Conditions of Hire for St Oswald's Catholic Primary School.

**Signature of Applicant**.....

**Print Name**.....

**Date**.....