



St Andrew's CofE Primary School

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St Andrew's CofE Primary School Terms and conditions for hiring school facilities

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GENERAL

- 1 The Governing Body welcomes the use of the school facilities and, in particular, welcomes groups associated with the community served by the school.
- 2 All lettings are subject to the approval of the Governing Body and the Chair will have the right of final approval for lettings. The Governing Body has delegated to the Headteacher and School Business Manager the right to approve and manage lettings.
- 3 The Governing Body retains the absolute right to refuse any application or to terminate any agreement which they consider unsatisfactory.
- 4 No letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.
- 5 Members of the Governing Body reserve the right to attend and observe any event held on the school premises.
- 6 Lettings are conditional on the hirer signing the Hire Application form and thereby agreeing to these terms and conditions.
- 7 When undertaking a Letting agreement the Governing Body will give due regard to;
 - a. The protection of the legitimate rights and interests of the school and our local authority; the London Borough of Barnet
 - b. The purpose of the group represented by the hirer
 - c. The effect of the letting on the amenities and welfare of local residents
- 8 Preferences for us of the school for lettings will be given in the following order;
 - a. The school
 - b. The PTA
 - c. Local Community Groups
 - d. Previous hirers in good standing

INSURANCE REQUIREMENTS

All hirers must be covered for a minimum of £2m public liability and accidental damage insurance and the hirer must supply a copy of the policy of insurance before the hiring commences.

If a hirer does not have insurance the school can provide cover via the London Borough of Barnet but this will be at an additional cost of 10% of the total hiring fee.

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, invalidate in whole or in part any insurance effected in respect of the premises.

ALCOHOL

Approval for the sale of alcohol on the premises must be obtained 28 days in advance from the Local magistrates' Court and a copy of the licence must be supplied to the School at least 7 days prior to the let

ANIMALS

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises

CAR PARKING

Although the school do is not able to offer dedicated parking spaces to hirers, there is free parking around the school.

CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

CLEANING

The school will ensure that the area to be hired is clean and tidy before the hire commences; the hirer must leave the area in the same state. Setting up and clearing up times are to be included in the hiring time. It is the responsibility of all hirers to remove their waste/rubbish from the school site. If the area used by the hirer requires cleaning and incurs charges for the school then the hirer will be liable to pay these extra charges.

COMPLAINTS

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office

DISCLOSURE BARRING SERVICE (DBS) CHECKS

It may be necessary for the hirer to undergo a criminal records check via the Disclosure Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer to ensure that they have complied with the DBS Code of Practice and any relevant London Borough of Barnet Safeguarding Children Board requirements to establish the requirement for DBS checks. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise. The Hirer will be required to provide evidence that DBS checks have been carried out on request.

DEPOSIT

The hirer will be required to pay a 'damage' deposit prior to the hire of £200 which will be returned within two weeks if the premises are left in good order.

LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform. Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice which is available from the London Borough of Barnet

LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required

NEIGHBOURS

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for nearby residents

PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- 1 obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- 2 the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes
- 3 fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose
- 4 the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher
- 5 the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- 6 highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body
- 7 no unauthorised heating appliances shall be used on the premises
- 8 all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. (PAT testing is not a requirement of electrical equipment less than one year old although the school would need to see proof of purchase) The intention to use any electrical equipment must be notified on the hire application form. The Governing Body and the LBB disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- 9 adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc

SMOKING

Smoking is not permitted in any area of the school premises, including the grounds.

STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire 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 school to them or of creating any tenancy between the school and the hirer.

STORAGE ANCILLARY TO THE HIRING

The permission of the Headteacher must be obtained before goods or equipment are left or stored on the premises.

SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

THE HIRER'S RESPONSIBILITIES

- 1 The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring
- 2 No part of the premises are to be used other than for the purpose of the premises requested
- 3 It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk
- 4 Although the school provides a first aid kit It is the responsibility of the hirer to make their own first aid arrangements for the provision of first aid training for supervising personnel, particularly in the case of sports lettings, and for any additional kit they feel is necessary
- 5 Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required
- 6 Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building
- 7 No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations
- 8 Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise, or with prior permission.
- 9 No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without prior agreement as per the Hire Agreement. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring
- 10 Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed