

CONDITIONS OF USE FOR A LETTING AT ST JOHN'S PRIMARY SCHOOL

1. Charges and Cancellations

Use of school premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the school. The agreement will include the fee, appropriate VAT and any other charges payable. It must be recognised that school use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached)..

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

The governing body and the Local Authority 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, oil shortage, failure of electricity/gas supply). The decision of the governing body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

If the user wishes to cancel a specific booking or set of bookings, five clear working days' notice must be given of the cancellation, in which case the school will charge a cancellation fee of a quarter the total fees due. If less than five days' notice is given, the whole of the fees may be charged by the school. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.

2. Storage Ancillary to the Hiring

The permission of the Head teacher must be obtained before goods or equipment are left or stored on the premise.

3. 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. No landlord and tenant relationship shall be created.

The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

4. Statutory requirements

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, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

5. Licences and permissions

Under The Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the city council and local police. Alcoholic drink may not be brought onto the premises while students are present and is to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations, but this aspect must be cleared in advance with the school. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (e.g. live and recorded music and performance of dance) and late-night refreshments.

6. Betting, Gaming and Lotteries

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.

7. Public safety

The Health and Safety at Work etc. Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far as reasonably practicable that the facilities and means of access are safe and without risk to health. Users must comply with the school health and safety policy, a copy of which is available on request.

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:

- a) Obstructions must not be placed in gangways /exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Manager;
- e) 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;
- f) Performances involving danger to the public shall not be permitted;
- g) 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;
- h) No unauthorised heating appliances shall be used on the premises;
- i) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The School disclaims all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) 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.

It is the user's sole responsibility to control entry of visitors and to ensure that only those people known to them are allowed access to school premises. The entrance and any other

external doors that are unlocked must be controlled by responsible adults at all times during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

8. Insurance

Users are required to make arrangements for suitable insurance cover (currently a minimum of £5m for each and every claim for public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy.

However, if non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a contribution towards the cost of the KCC Hirers' Liability Policy equal to 3.15% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim.

9. Safeguarding

Any organisation submitting a letting request for an activity or event involving children and/or young people under 18 years of age must be able to provide to the school a signed copy of their current child protection policy, which must be compliant with current legislation. Where appropriate, the hirer warrants that it has obtained all relevant Disclosure and Barring Service ('DBS') checks for individuals connected with the activity to be carried out by the hirer before the start of the hire period.

10. Furniture and Fittings

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 Schools fabric, are permitted. The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in the hall, is prohibited.

11. Damage or loss

The hirer must inform the School of any fault, damage or other problems with the premise or equipment encountered during the hiring. No part of the premises is to be used otherwise than for the purpose of the premises requested.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.

12. Own Risk

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.

13. First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the School to provide first aid facilities, and School resources are not available.

14. Kitchen/Food preparation, Facilities and Equipment

If agreement is given for the use of the school's meals facilities/canteen, KCC regulations must be observed.

15. Smoking

The whole of the School premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

16. Dogs

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.

17. Nuisance/Disturbance

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties.

18. Waste disposal

The hirer must comply with the School's arrangements for disposal of any rubbish or waste materials.

19. Vehicles

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the School by emergency vehicles is not obstructed or delayed.** Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

20. Loss of Property

The governing body and the School cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects.

21. Right of Access

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Head teacher or members of the governing body from the finance committee may monitor activities from time to time.)

22. Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

23. 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, or the hirer's own complaints policy, depending on the nature of the complaint. It will be at the School's discretion which complaints procedure is followed.