

Bisley CofE Primary School

Everyone Successful Everyday

Terms and Conditions for Out of Hours Lettings 2019

1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.
2. Payment of the appropriate charges as set out on form FIN 566 will be made on demand though schools may agree alternative arrangements for regular lettings covered by one approval eg (monthly, half termly, termly, quarterly etc). Any such agreement must be approved in writing, and is subject to payments being received at the agreed intervals.
3. If in attendance as shown on form FIN 566, caretakers will give reasonable assistance, within the terms of their employment, to hirers.
4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
5. The hirer shall pay to the Council the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises, and all equipment or property thereon (whether provided by the Council or any other body or person). All damage and/or accidents to be notified to the school immediately. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.
6. If the caretaker/staff member is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker/staff member.
7. A hirer must not sub-let to another party.
8. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.
9. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.
(b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.
10. No preparations are to be applied to the floor.
11. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school re-opens on the following day.
12. In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.
NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.
13. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
14. Surrey County Council operates a No Smoking policy in all its premises.
15. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.

16. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.

17. The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the Police or other emergency service in case of fire or other emergency in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.

18. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.

19. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers to share this commitment. All hirers working with children are required to have a DBS disclosure at an appropriate level (as defined by the Disclosure & Barring Service) for those individuals working in school premises on behalf of the hirer.

20. Power of Revocation

(a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.

(b) Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

(c) Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement.

21. Counter Terrorism and Security Act 2015

(a) The hirer acknowledges that Surrey County Council ("the Council") has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to the requirement to prevent people from being drawn into terrorism.

(b) The hirer shall facilitate the Council's compliance with its duty pursuant to the CTSA and the statutory guidance issued under section 29 of the CTSA and in particular the hirer shall ensure that:-

(i) the premises (and each and every part of them) do not provide a platform for extremism;

(ii) the premises (and each and every part of them) are not used to disseminate extremist views

(c) The Council reserves the right to revoke without notice any contract for the hire of the premises if it identifies or suspects that the hirer may use (or be using) the premises contrary to this clause

The use of school premises for purposes other than those of the school itself is subject in all respects to the County Council's regulations for the community use of schools. See Section M of the School Finance Manual