



### A. Adoption

The school governors at their meeting on [ insert date ] adopted this hire of premises policy (the 'Policy') and the scale of charges set out below: *(all points where the governors may wish to insert detail are marked with [square brackets] and bold print; explanatory rubrics are in italic print)*

### B. Introduction

The Governing Body of **Byron Court Primary School** is keen to see the school's premises and grounds used for the benefit of the whole community for a range of reasonable and acceptable purposes including but not limited to: cultural events, festivities and learning.

The school's prime purpose is to provide the best possible education for its pupils. The school wishes to be at the hub of our community promoting equality of opportunity in an overall inclusive and accessible environment and this Policy is designed to give access to our facilities whilst keeping with our commitments towards our pupils and community, and also sets out the:

1. facilities that are made available to our community;
2. charges for the hiring of the school's premises;
3. responsibilities of the Governing Body; and
4. responsibilities of the Users/Hirer.

Our lettings policy operates within the framework of the London Borough of Brent's Equal Opportunities Policy as adopted by the school and the Governing body without prejudice.

### C. Considering Applications for Hiring of the School

The Governing Body has delegated the responsibility for the hiring of school premises to the **Executive Headteacher** Where appropriate the **Executive Headteacher** may delegate all or part of this responsibility to other members of staff.

The **Site Supervisor** will consider the hiring of the School's premises from any person(s) able to comply with this policy and in deciding whether or not to hire the School's premises, he/she will have regard to the following:

- the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking including parking in the immediate area;
- the interference with school activities;
- the availability of facilities and relevant premises staff;
- the school's health and safety and child protection policies;
- the specific health and safety issues with regard the number of Users,



- qualifications of instructors, type of activity and so forth;
- the adequacy of management procedures during the Hire Period;
- the appropriateness of the hiring and if it is considered to be consistent with the ethos of the school;

The **Site Supervisor** will not hire the School's premises to organisations or person(s) that encourage racial discrimination and/or disharmony between persons of different religious and or racial groups or are otherwise involved in activities prejudicial to good race relations and strong communities including but not limited to the duty to have due regard to the need to prevent people from being drawn into terrorism.

Hiring of the School's premises are particularly encouraged from the following groups

**Local Residents for communal activities**

**Family Celebrations**

The following activities fall within the corporate life of the school and therefore, the costs arising from the following uses are charged against the school's delegated budget:

- Governing Body meetings;
- extra-curricular activities for pupils organised by the school;
- school performances;
- family learning;
- parents' meetings;
- meetings of the PTA;
- PTA organised events.

The school and the Governing Body reserve the right to require a reference before any booking is accepted and/or decline a booking or application for the hire the school's premises. **The Site Manager** (on behalf of the school) and the Governing Body in consultation with the appropriate local authorities and in line with health and safety requirements will have the final decision.

Please ensure that you have fully read and understood this policy documentation attached before submitting your application.

#### **D. Charges**

The scale of charges are set by the governors and reviewed annually. Details of the latest charges are enclosed and/or can be obtained on request from the **school office**. A deposit to cover potential damage(s) will also be applicable.

The applicable charges are required to be paid, in full within **seven** days before hire. The hiring of the school will not be considered booked until full payment is made. Payment in



instalments may be available for block bookings. Please contact **Site Supervisor** for details.

#### **E. Hiring Times, Available Facilities and Equipment**

The facilities and equipment which are available for hire at the following times, are as follow:

AREA	HOLIDAYS-daytime (8.00am - 6pm) Rate per Hour		EVENINGS (6.00pm - 11.00pm) Rate per Hour		WEEKENDS (8.00am - 11.00pm) Rate per Hour	
	PRIVATE	COMMERCIAL	PRIVATE	COMMERCIAL	PRIVATE	COMMERCIAL
	<b>MAIN HALL</b>	£ 60	£100	£ 70	£125	£ 70
<b>DINING HALL</b>	£ 60	£ 85	£ 70	£ 100	£ 60	£ 75
<b>CLASS ROOM</b>	POA	POA	POA	POA	POA	POA
<b>PLAYGROUND</b>	£ 50	£100	£ 60	£100	£ 50	£100
<b>PLAYING FIELD</b>	£ 60	£100	£ 70	£100	£ 60	£100

The school reserves the right to vary the facilities available for hire and/or times when these will be available for hire.



### F. Insurance and Public Liability

Zurich Municipal – QLA-01E204-0323, £30,000,000

### G. Cancellation

At least **ten** days' prior notice of cancellation must be given to the school (*the Hiring Agreement at clause 22 suggests 10 calendar days. However, this should be considered by the school that will insert a genuine period of time where the School could minimise losses for the cancellation of a booking request*). Bookings cancelled within **two** days of an event will incur charges to cover administration costs. [Exception may be made for outdoor facilities when cancellation is due to adverse weather conditions].

### H. Personal Property

**Byron Court Primary School** will not be liable for any damage, injury or loss of property brought to or left in the school premises or school car parks by persons using the premises.

### I. Statutory Requirements, Licenses and Permissions

The Hirer shall adhere to all laws relating to Health and Safety, Equal Opportunities, sale of alcohol and other items, Public Entertainment and noise nuisance. The Hirer shall obtain any license and permission necessary for the event, with or without a paying audience.

### J. Issuing a Hiring Agreement

Applicants should complete an **Application for Lettings Form** and submit this to the **Site Supervisor** for consideration. Once a hiring has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the Hiring Agreement.

*MODEL application for hiring forms, hiring approval letter and Hiring Agreement have been included at Appendix A, B and C respectively. These are not designed to be prescriptive and should be tailored to the school's circumstances.*

The Hiring Agreement should then be signed and returned to the school. The school shall be in receipt of these signed documents before a hiring takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the School's current scale of charges. Payment will be sought in



advance in order to reduce any possible bad debts and a deposit to cover potential damage may be charged. An official receipt will be issued for all payments received.

The income and expenditure relating to lettings will be clearly recorded by the school and reported under the guidelines for Financial Management in Schools.

The Head Teacher on behalf of the Governing Body has at all times the right to refuse an application, and no hiring should be regarded as booked until approval has been given in writing and payment received in full. The reason for refusals will be recorded at the bottom of the application for lettings form and explained to the enquirer further if requested.

**APPENDIX A**

(Please use BLOCK CAPITALS)			
APPLICATION INFORMATION			
Name of Hirer (person, body, association etc):			
Address of Hirer:			
Phone/Mobile:		Email:	
Website:			
HIRE DETAILS (must include sufficient set up and clear away time)			
Purpose(s) of Hire ("the Event"):			
Attendees	Adults:	Children:	Total:
<u>Single Booking:</u>	Date:	Start time:	End time:
<u>Time required</u>	Access time .....Finish access time ..... Start time of event ..... Finish time of event .....		
<u>Block Booking:</u>	Frequency/Days (e.g. Weekly, Monthly)		
	Start date:	End date:	
	Start time:	End time:	
Facilities Required (Please TICK)			
<input type="checkbox"/>	Main Hall	<input type="checkbox"/>	Playground
<input type="checkbox"/>	Dining Hall	<input type="checkbox"/>	Playing Field
<input type="checkbox"/>	Classroom(s)		
Etc			
EQUIPMENT REQUIRED (Enter quantity)			
Chairs _____		Other (Please state):	

**APPENDIX A**

(Please use BLOCK CAPITALS)	
Tables _____	
Note: The school does not provide any warranty that the premises, equipment and facilities provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy himself/herself that they are fit for purpose.	
<b>Person Supervising and attendance during the event</b> (if different from 2 above)	<b>Name :</b>  <b>Address</b>  <b>Post Code:</b> <b>Telephone No:</b> <b>Email:</b>
OTHER DETAILS (Include details of electrical equipment being brought onto site)	
Please use the space below to provide further relevant details as necessary (e.g. car parking, electrical equipment being brought onto premises):	
REFRESHMENTS - No alcohol on the premises please.	
Will Refreshments be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p><i>PUBLIC LIABILITY INSURANCE</i></p> <p>Yes    <input type="checkbox"/></p> <p>I/We already have Public Liability Insurance.</p> <p>By ticking the box above, the Hirer is confirming and representing to have adequate Public Liability Insurance with a minimum cover of £__ million <b>[School to check the adequate level of insurance]</b> pounds through a reputable provider and a copy of your insurance certificate has been provided to the School. Please refer to clause 12 of the Terms and Conditions for details of the level of insurance cover required by the School.</p>	
Signatures	
I hereby confirm that I am authorised to sign this Hiring Application Form, have read, understood and accept all the terms and conditions and confirm that I am over 18.	
Signature of Hirer:	Date:
Full Name of Hirer:	

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(Please use BLOCK CAPITALS)		
<p>You will be sent confirmation of whether your application has been accepted or rejected by either post or email. Please note, no hiring will be regarded as booked until the deposit and booking fee is received in full, all requested paperwork has been submitted and a signed approval letter is issued by the school.</p>		
Please Return Form to:		
Post: <b>Criss Giddings</b> <b>Site Supervisor</b> <b>Byron Court Primary</b>	Fax: <b>02089082447</b>	Email: <b>admin@byroncrt.brent.sch.uk</b>
SCHOOL USE ONLY		
The application for hiring is: Accepted / Rejected (Delete as appropriate)		
Signed (School):	Name:	
Date:	Position:	
Reason for Rejection:		
[School's third party hirer's liability insurance will apply?]		
If NO, has adequate evidence of own insurance cover been supplied and retained by the school?		
Will the hiring involve working with children/young people?		
If YES, has the school followed the safeguarding procedures?		
Any other comments?:		
Date Acceptance/Rejection notification sent?		
Date Signed Approval Letter issued?		
Date Invoice issued?		
Date Signed Acceptance of Terms and Conditions received?		
Date Deposit received?		



**APPENDIX A**

(Please use BLOCK CAPITALS)	
Date Full Fee received?	
Date(s) Document(s) requested (e.g. Safeguarding procedures, Employers Indemnity Insurance etc.) received? Please list documents and dates:	
<b>Charges agreed</b>	The School reserves the right to change these charges without prior written notice.
<b>Deposit</b>	£

**[INSERT NAME and ADDRESS OF SCHOOL]**

**[INSERT DATE] and  
[CONTACT DETAILS]**

**[INSERT NAME and ADDRESS OF HIRER]**

Dear **[Insert Name of Hirer]**,

**Re: BOOKING REF [xxxxxxxxxxxxx] – School Premises Hire**

The Governing Body of **[insert name of school]** has approved your application, subject to the acceptance of the Hire Agreement attached, for the hire of the school premises on **[insert date]** between **[start time]** to **[end time]**.

The facilities that you have permissions to use are:

**[list of accommodation including toilets, reception, kitchen, first aid as appropriate  
[list of equipment as appropriate]**

Other facilities and equipment are not to be used without prior permission.

**Payment:**

Attached is an invoice which covers the booking deposit, booking fee and refundable security deposit. Please note this booking will not be regarded as booked until payment is received.

Payment can be made by  
**[Insert payment details]**

Following the hire, and once the school has made sure that the Hirer is not liable for any additional charges, the security deposit will be refunded by **[insert method]**.

**School Contact:**

On the date of the hire, the **[job title and name]** will be your main point of contact. **[Name]** can be contacted on **[insert landline/mobile details as appropriate]**.

**Acceptance of Hire Agreement and :**

Please return the page attached by **[email, fax, post]** to confirm you have read, understood and accepted our Hire Agreement terms and conditions. .



APPENDIX B

**SCHOOL HIRING**  
**Model Confirmation Letter**  
**Byron Court Primary School**

Yours sincerely,

**[xxxxxxx]**

**[Head Teacher]**, for and on behalf of the Governing Body.

I hereby accept the Hire Agreement and for the Hiring of **[School name]**'s premises:

Signed (Hirer): \_\_\_\_\_

Print Name (Hirer): \_\_\_\_\_

Date : \_\_\_\_\_

**APPENDIX C**

NAME OF HIRER: \_\_\_\_\_

HIRE DATE: \_\_\_\_\_

HIRE TIMES: \_\_\_\_\_

BOOKING REF (ONCE ALLOCATED): \_\_\_\_\_

Process Checklist:

- Send Enquiry Pack: Schedule of Charges, and Hiring Form [insert any other ad-hoc document that the School may have as part of the Enquiry Pack].
- Completed Booking Form received by school.
- Assess suitability of Hirer and activity.
- Check availability of premises, equipment, caretaker, or security staff.
- If the completed application is from an organisation which will be working with children or young people, check that the school has followed the relevant safeguarding procedures, and requested the relevant documentation.
- Calculate cost of hire, deposit and insurance information.
- Book the hiring into the School's diary with Hirer's name and contact number.
- Where the booking has been accepted, send letter provisionally confirming the hire to the applicant, along with an invoice to cover the booking fee and deposit.
- Check that the deposit and charges for the hire have been received (check school finance system).
- Check booking in diary, arrangements with caretaking staff and others where appropriate.

Health and Safety Checklist:

Check the School has informed the Hirer of the following:

- Limits on accommodation and equipment (e.g. out of bounds areas).
- Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits.
- Location of first aid box (if Hirer not providing their own).
- Location of toilets.
- Smoking restrictions.
- Who to inform of any accidents/incidents/damage or hazards
- In the case of 'block' bookings the person on duty who will inform the Hirer of any changes.

Post Booking:

- Caretaking staff to check premises for any damage and fill-in the Premises Condition Schedule.
- Return deposit if everything reported to be in order. Otherwise, retain deposit and issue a letter to the Hirer explaining rationale for the retention of the deposit.

**APPENDIX D**

**Scale of Charges**

In arriving at their scale of charges the Governing Body have followed the principles set out below:

- Category A: will be charged a nominal cost to cover cleaning, caretaking, security, energy, wear and tear.
- Category B: will be charged at a commercial rate.
- Category C: will be charged at a weekend rate.

There will be parity of treatment for similar users.

The overall cost for hiring the school facilities will be recovered from the Hirer(s).

For the purpose of charging, the **Site Supervisor** is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the type of person(s) hiring the premises, the purpose for which a hiring is arranged and the period of time when the hiring takes place.

CHARGES APPLICABLE FOR HIRES WITHIN PERIOD **[XX/XX/XXXX]** TO **[XX/XX/XXXX]**:

Area/equipment	Charge per hour (£)		
	Category A	Category B	Category C
<b>Main Hall</b>	<b>60 - 70</b>	<b>100</b>	<b>70</b>
<b>Dining Hall</b>	<b>60 - 70</b>	<b>85</b>	<b>70</b>
<b>Classroom</b>	<b>POA</b>	<b>POA</b>	<b>POA</b>
<b>Playground</b>	<b>50 - 60</b>	<b>100</b>	<b>50</b>
<b>Playing Field</b>	<b>60 - 70</b>	<b>100</b>	<b>60</b>

**DEPOSIT:**

**[A Non-refundable deposit of 50% of total hire will be required to secure the booking, this will be deducted from the balance of the booking fee due.]**

**[A SECURITY DEPOSIT of £100 is also required. This will be returned after the hire, once the school has ascertained that the Hirer is not liable for any additional charges (e.g. damage).]**

**APPENDIX E****Hiring Agreement****Agreement for the Hire of **Byron Court Primary School****

DRAFT

**APPENDIX E**

**THIS AGREEMENT** is made the **XX** day of **XXXXXX** 201**X**

BETWEEN:

- (1) **THE BOARD OF GOVERNORS OF Byron Court Primary School** of [Spencer Road, Wembley, HA0 3SF; and
- (2) [Insert name of organisation and their address] ('the Hirer') [telephone number and email] .

**WHEREAS**

- A. The School agrees to the Hirer using the hiring area for the purpose(s) specified by the Hirer.
- B. the Hirer has expressed its intention to use the Hiring Area for the holding of..... ('the Event').
- C. This Agreement sets out the Terms and Conditions that shall be binding on the Hirer in relation to the booking of the Hired Area and School Premises and shall be part of the Contract made between the Hirer and the School.

**NOW IT IS AGREED as follows:**

**1. DEFINITIONS**

For all purposes of this Agreement the following terms shall have the following defined meanings:

- 1.1 'Booking Conditions' means the terms and conditions applicable to the booking and hire of the School Premises as detailed in these terms and conditions and the Contract formed between the Hirer and the School.
- 1.2 'Hiring Application Form' means the Hirer's written request to Hire the School Premises, as set out in Appendix A and/or such document being in the form determined by the School from time to time.
- 1.3 'Charges' means the fee specified by the School in respect of the hire and use of the Hired Area and which are payable by the Hirer under the Contract.
- 1.4 'Contract' means the contract made between the School and the Hirer comprised of the terms contained in the Booking Conditions, the details in the Booking Form and any other terms notified by the School to the Hirer as being part of the Contract or otherwise binding on the Hirer.
- 1.5 'Deposit' means the deposit or part payment of the Charges payable by the Hirer, as referred to in the Contract (or otherwise as agreed by the parties to be payable in relation to the Hire).



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- 1.6 'Hire' means the duly granted hire of the agreed area of the School Premises (and any agreed facilities, equipment or furniture provided by the School) subject to the Booking Conditions and the provisions of the Contract.
- 1.7 'Hirer' means the person, company or organisation named as the Hirer of the School Premises and/or Hire Area stated in the Contract and confirmed by the School. The Hirer will be personally liable for payment of all fees or other sums due in respect of the Hire.
- 1.8 'Hired Area' means:
- 1.8.1 [Itemise the rooms, halls, playground, etc suitable to hire. For example:
  - 1.8.2 The School's classrooms;
  - 1.8.3 Toilet facilities;
  - 1.8.4 Playground; etc.]
- 1.9 'Hire Period' means the agreed duration or time when the Hired Area is to be available to the Hirer for the Permitted Use under the Contract.
- 1.10 'Local Authority' means the Mayor and Burgesses of the London Borough of Brent of Brent Civic Centre, Engineers Way, Wembley HA9 0FJ.
- 1.11 'Permitted Use' means use of the Hired Area for the purpose(s) set out in the Booking Form and which shall be under the proper supervision and responsibility of the Hirer.
- 1.12 'School Premises' means the real property, land and buildings, fixtures, fittings, equipment, chattels and assets of the School (and may be referred to as "Premises" herein).
- 1.13 'School Officer' means the officer or officers appointed by the School as its representative in relation to the Contract and the Hire.
- 1.14 'Users' means the guests, visitors, attendees, employees, agents or other persons who the Hirer invites or otherwise brings or causes to attend, visit or use the School Premises in connection with the Hire.
- 1.15 'VAT' means value added tax at prevailing rate or any other tax of a similar nature and unless otherwise expressly stated all references to fees or other sums payable by the Hirer are exclusive of VAT.

## **2. Conditions of booking**

- 2.1 The Hirer shall submit the Booking Form in accordance with the instructions provided therein.
- 2.2 The Hirer shall not use the Premises for any purpose other than that described on the Booking Form and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance





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policies in respect thereof nor allow the consumption of alcohol on the Premises without prior written permission of the School.

- 2.3 The submission of the Booking Form does not guarantee that the booking will be granted and the School reserves the right to decline any booking request for any reason without the need to provide explanations or justification for refusal.
- 2.4 The Hirer confirms that the person signing the Booking Form, as the Hirer, he/she or for and on behalf of a company or organisation, is authorised to sign the Booking Form. The person signing the Booking Form shall be personally responsible for ensuring that all terms and conditions of the Contract are adhered to without exception.
- 2.5 The Hirer shall not publicise the Event until the Contract has been signed by both Parties and payment of the appropriate Hire Deposit has been made to the satisfaction of the School. The booking shall not be fully confirmed until the School has received payment in full.

### **3. Licences**

- 3.1 The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the School and or the London Borough of Brent against the consequences of the Hirer's failure to do so. The School is entitled to require proof of a licence and/or copyright consent 48 hours before the hiring.
- 3.2 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.
- 3.3 Alcohol may not be consumed or brought onto the school premises unless written permission has been applied for and received from the Governors. It is the responsibility of the Hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of alcohol, which must be presented to the School Officer prior to the Event where there is such consumption on the premises. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.

### **4. Electrical Equipment**

- 4.1 The Hirer shall ensure that any electrical appliances brought to the Premises and used in the School Premises are safe and in good working order, and that is/are used in a safe manner and have been tested in accordance with current safety testing requirements



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### **5. Alterations**

- 5.1 The Hirer must not make any alterations to the School Premises or any other part of the School Premises without the School's prior written consent.
- 5.2 No alterations or additions to the electrical installations at the School may be made whatsoever.
- 5.3 No additional staging, curtaining or scenery may be erected.
- 5.4 Furniture, including chairs, must not be removed from the School Premises nor may they be for use in the playground or in any other building outside the School unless prior permission has been applied for and granted by the Head teacher or the Governing Body.
- 5.5 The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the Hirer after inspection and will remain the Hirer's responsibility during the letting.
- 5.6 No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Head teacher or the Governing Body.
- 5.7 The Hirer shall remove any advertisement, emblem or slogan if, in the opinion of the Head teacher or the Governing Body, is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire either in the School Premises, their vicinity or neighbourhood.

### **6. Food**

- 6.1 The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
- 6.2 If the Hirer uses caterers on the School Premises during the Event the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

### **7. Pets/Animals**

- 7.1 The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than with the prior written consent of the School.

### **8. Information request**

- 8.1 The Hirer will provide any information requested by the School Officer in connection with the Hire or a request for the same, within the timeframes requested.



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### **9. Access**

- 9.1 There will be no access to the School Premises before the commencement of the agreed Hire Period and after the end of the Hire Period.
- 9.2 Hirer and all Users must vacate the premises by the end of the agreed Hire Period. Hirer is advised to ensure that any time for preparation of the Event, cleaning or vacating the venue is/are within the Hire Period.
- 9.3 The right of access to all parts of the school premises whether or not included in the permission for use is reserved to the Head teacher, the Governing Body or any officer authorised by them or any of them and the Hirer shall not obstruct or interfere with this right.

### **10. Charges**

- 10.1 The details of the amounts payable for Deposit and Charges Due are set out in the Booking Form.
- 10.2 The Hirer shall pay the Charges in full not less than fifteen (15) days prior to the Event date. Failure to do so within this period will be taken as a cancellation of the booking.
- 10.3 If payment is not made in accordance within the timeframe set above, then the School reserves the right to cancel the booking. Any amount paid by the Hirer will not be refunded.

### **11. Premises condition schedule**

- 11.1 The Hirer or the Hirer's authorised representative must ensure that he/she meets the appointed School Officer for the purpose of inspection of the Hire Area immediately or reasonably prior to the Event to agree and sign the Premises condition schedule. A copy of it shall be kept by each of the parties. ***(This document/schedule should record the agreed condition of the Hire Area and will evidence the state and the condition of the same, prior to the Hire use commencing)***
- 11.2 At the end of the agreed Hire Period, the Hirer is responsible for agreeing and delivering a completed Premises conditions schedule which must record any damage or deficiency in the condition of the Premises at the end of the Hire Period.
- 11.3 The Premises Condition Schedule should be completed by the Hirer and presented to the School Officer, within 48 hours (72 hours if the hire takes place at the weekend) after the end of the Hire Period in order for the Hirer to claim back any refund of a refundable Deposit. Failure to do this will mean that the deposit is not returnable.

### **12. Insurance**

- 12.1 During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the School from and against any expense liability loss claim or proceedings including



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claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring.

- 12.2 The Hirer must arrange public liability insurance to protect against third party claims for loss, damage, injury or death arising out of the use of the School Premises for not less than £\_\_ million **[this should be checked with the insurance team]**, and to provide an indemnity cover in respect of damage to the premises hired for not less than £\_\_ million where such damage can be attributed to the negligence or breach of statutory duty of the Hirer or his/her employees or agents; indemnity should be extended to include the Governing Body of the school.
- 12.3 The Hirer agrees and undertakes to indemnify the School and the Governing Body of the School from and against all claims, loss, damage or injury which may be brought against or suffered by the School and or its Governing Body arising from or in consequence of the Hire of the School Premises or any agreed equipment or facilities; the cost of reinstating or replacing any part of the Premises or any property of any kind which is damaged, destroyed, lost or removed during the Hire Period and any infringement of copyright or other intellectual property right which may occur during the Hire (if applicable).
- 12.4 The School (including the Governing Body) will not accept responsibility for any loss of or damage to any property or items owned by the Hirer or any person using the premises in relation to the agreed Hire. Any such property or items brought on to the premises shall be at the sole risk of the Hirer and or its owner or the person in possession of the same whilst on School Premises.
- 12.5 Indemnity should be extended to include the Governing Body of the school.
- 12.6 The Hirer shall indemnify the Governing Body of the School against:
- 12.6.1 All claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school's premises or equipment.
  - 12.6.2 The cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises.
  - 12.6.3 Any infringement of copyright which may occur during the hiring (if applicable).
- 12.7 The Hirer must make sure all Users are aware that they are solely responsible for the security of their personal property and all items they bring to the School Premises. If tickets are issued for the Event, this statement should also be printed on the ticket in a clear legible manner, and tickets issued to each User.
- 12.8 The Hirer is responsible for informing the School Officer, of any person sustaining injury or loss on the school premises during the Hire Period. This information must be presented in writing to the School Officer within 24 hours of the Event or the end of the



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Hire Period. Any further information required by School Officer or the School must be made available promptly on request.

- 12.9 The Hirer (and the Guarantor, where required as part of the Contract) agrees and undertakes to fully and effectively indemnify and keep indemnified the Local Authority and the School (Governing Body) from and against all costs, claims and demands which may be made against the Local Authority or the School (Governing Body) for any breach or infringement of copyright or other intellectual property rights. Copyright consent may be obtained from the Performing Rights Society.

### **13. Cancellation – Termination**

- 13.1 The School (Governing Body) may cancel any permission granted to use the School Premises or terminate the Contract :

13.1.1 If it appears that the same or any part thereof will be required for public or official purposes whether of the Local Authority or School (Governing Body) or otherwise by anybody or person having a statutory right to use the School Premises;

13.1.2 If any damage has been caused to the School Premises or to any property of the School or the Local Authority thereon by reason of any previous use of the Premises by the person or body now wishing to make a booking for hire or use of the Premises;

13.1.3 If any breach of the requirements of the Local Authority licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occurs;

13.1.4 If, for any reason, the Local Authority or the School consider or deem it necessary or expedient to cancel the permission for the Hirer to use the School Premises or if they need to cancel or terminate the Contract; and

13.1.5 If, for any reason, the School is closed, no compensation shall be payable by the Local Authority or the Governing body, to the Hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Local Authority or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused or misuse or breach of the Contract by the Hirer.

### **14. Under 18**

- 14.1 No person under the age of 18 years is permitted on the premises without adequate adult care and supervision in keeping with the necessary legal requirements pertaining to safe guarding, child protection and duty of care.

### **15. Liability**



## **APPENDIX E**

15.1 The School, the Board of Governors and Local Authority shall not be liable for any loss or damage caused to the Hirer or to any other person as a result of:

15.1.1 Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the School or Local Authority at the School Premises;

15.1.2 Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want of repair in the School Premises or in the means of access to the premises; or

15.1.3 Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the School Premises.

### **16. Health and safety**

16.1 The Hirer will adhere to all Health and Safety requirements as required by the School.

16.2 The Hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the Hirer's staffs know the location of fire-fighting equipment.

16.3 The Hirer is also responsible for providing a first aid kit and ensuring a qualified first aider is available at the location of the Hired Area site.

16.4 No exits or corridors may be blocked or fire-fighting equipment removed.

### **17. Smoking**

17.1 The school's No Smoking Policy must be adhered to at all times.

17.2 Smoking is not permitted anywhere inside or around the surrounding parameters of the School building or School Premises.

### **18. Advertising**

18.1 No advertisements, emblems or slogans shall be displayed outside the school Premises without the prior written permission of the School Head or other authorised School Officer.

18.2 The Hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Head or other authorised School Officer it is, is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

### **19. Fixtures and Fittings**

19.1 No furniture or apparatus is to be used without prior permission. Any movement of furniture required must be undertaken by the Hirer under the direction of the authorised School Officer.



## **APPENDIX E**

19.2 No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governing Body.

19.3 The movement of school furniture and equipment from room to room is not permitted, unless previously agreed. The use of all equipment and apparatus at the Hired Area is subject to the prior written agreement of the School acting via its authorised school Officer(s).

### **20. Hirer's apparatus / equipment**

20.1 The Hirer shall obtain the prior written consent of the School (acting via the authorised School Officer) to the bringing onto the School Premises of any apparatus or equipment.

20.2 The Hirer shall ensure that such apparatus or equipment is removed by the end of the Hire Period (or otherwise within such time as the School Officer may allow as agreed in writing). Any property not so removed may be removed, stored or disposed of by the School (within its discretion) after the end of the Hire Period.

20.3 The cost of such removal, disposal together with any storage Or other costs incurred in having to deal with items not removed at the end of the Hire Period, is chargeable to the Hirer and the Hirer agrees to pay these.

### **21. Numbers**

21.1 The Hirer shall not allow into the Hired Area or on the School Premises more than the agreed number of Users stated in the Contract or in the Booking Form.

21.2 There is no access whatsoever into the main school kitchen at the School Premises. There is access to the kitchenette as agreed with or notified by the School Officer.

21.3 The authorised Hirer is responsible for all Users/persons attending the agreed Event and in particular for those Users leaving the Hired Area and the School Premises in a quiet and orderly fashion by the end of the agreed Hire Period.

### **22. Cancellation and Termination**

22.1 The Hirer must give at least ten (10) calendar days' notice of a cancellation or termination of the Hire.

22.2 If the School acting via the School Officer considers that any one of these conditions or any part of the Contract requirements with which the Hirer is expected to comply, has been contravened, breached or has not been complied with by the Hirer, the School reserves the right to terminate the hiring forthwith by written notice to the Hirer, where this is practicable, or shall inform the Hirer verbally and confirm in writing as soon as practicable. For avoidance of doubt the Hirer shall comply with the verbal instructions of the School Officer in relation to action(s) necessary to remedy the breach, contravention or non-compliance.



## **APPENDIX E**

22.3 In the event of termination of the Hire under clause 22.2, the School shall be under no liability to refund any payment made for the Hire or to compensate the Hirer or any other person for any loss or damage sustained as result of the termination.

22.4 If, during the Hire Period, any School Governor, the Head teacher or any other authorised School Officer who may be present is of the reasonable opinion that any of these conditions or any of the Contract requirements have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, then that person may summarily terminate the Hire by giving oral notice to the Hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings at the Hired Area, whereupon the Hired Area and the School Premises shall be vacated forthwith. Refusal to vacate the Premises may result in the police being called.

### **23. Car Parking**

23.1 There are no car parking opportunities on site of the School Premises.

23.2 The school is located in a Control Parking Zone ("CPZ"). Responsibility for adhering to the CPZ regulations regarding parking restrictions rests with the Hirer and those Users attending the Hirer's event who choose to park in the CPZ. The Hirer must maintain safe entry and exit from the School Premises and provide and maintain clear access for emergency vehicles and service vehicles. The Hirer and all those Users attending the Hirer's event are asked to ensure that they do not unnecessarily inconvenience the school's neighbours.

### **24. General Terms and Conditions**

24.1 The Hirer is responsible for the protection of the School Premises from damage, for the good behaviour of all Users, and for ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the School Premises.

24.2 The Hirer is responsible for ensuring that all parts of the Hired Area are left clean and tidy immediately after the Event. This includes all outside areas as well as indoor areas which are hired as part of the Agreed Hired Area. If this is not found to be the case the Hirer will be charged a compensatory sum to cover the School's costs of cleaning up or making any repairs as required in the reasonable opinion of the School Officer.

24.3 No litter of any kind is to be left or thrown on the School Premises.

24.4 The Hirer will adhere to the School's policies and procedures, security, letting and access rules and requirements where applicable which have been agreed and approved by the Governing Body and which are regularly updated in accordance with statutory requirements at all times.

24.5 All children will be supervised at all times by their parents or carers except where children are attending an organised group or care scheme. Where the latter applies, the group or care scheme will adhere to all regulations set out in the Children Act





### APPENDIX E

1989, including those of registration with the relevant registering body (DBS (Disclosure and Barring Service)). Hirer is responsible for ensuring that any person(s) likely to have contact with children have been subject to enhanced Criminal Record Bureau checks and will provide proof if the School requests.

24.6 No child will have access to the kitchenette at any time.

24.7 No stiletto heels or similar objects are allowed on the soft crumb area of the playground or the halls.

24.8 No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

24.9 For the avoidance of doubt:

24.9.1 nothing contained in this Agreement or implied shall prejudice or affect the rights, powers, duties, discretions and obligations in the exercise of the Local Authority and the rights, powers, duties, discretions and obligations of the Local Authority under all public and private statutes, bye-laws, orders and regulations may be as fully and effectually exercised in relation to the School Premises as if the Local Authority were not the owner of the School Premises.

24.9.2 the Hirer shall not have exclusive possession of the School Premises

### **25. Administration Charges**

25.1 Any change or amendment to a confirmed booking or the Contract is subject to the School Officer's acceptance who will issue the School's position in writing once it has considered request. Any amendments requested by the Hirer must take place at least fifteen (15) days prior to the Hire date and will be at a cost of £25.00 per amendment. Oral requests for change(s) or amendment(s) to the booking will be considered but must be immediately confirmed in writing by the Hirer and are subject to acceptance and confirmation by the School Officer as with all amendments.

### **26. Complaints**

26.1 Any complaints in relation to the Hire of the Venue by the Hirer must be made in writing to the School Officer within five (5) Working Days of the matter complained of. If the matter is not resolved, the complaint will be considered in accordance with the School's Complaints Procedure.

### **27. Amendments to School's Terms and Conditions of Hire**

27.1 These terms and conditions may be revised, amended or changed by the School from time to time without prior notification. However in the case of which affect Contracts which have already been made and signed by the School section 27.2 below shall apply.



### APPENDIX E

27.2 In a case where the School wants to amend the Booking Conditions applicable in a Contract, the School will provide the Hire with twenty-eight (28) days notice of the change. The Hirer may object to the new change(s) by serving written notice on the School within 10 days of the School's notice of the change(s), otherwise the change(s) shall be deemed accepted by the Hirer. Where the Hirer has served a notice of objection, the School and the Hirer shall endeavour to agree on the change(s) in the context of the particular Contract.

### **28. Validity**

28.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

### **29. Third party rights**

29.1 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

### **30. Interpretation and governing law**

30.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

30.2 Failure by either Party at any time to enforce the terms of this Agreement or to require performance by the other Party of any of the terms of the Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such term and shall not affect the validity of the Agreement or any part of it or the right to enforce any term of the Agreement.

30.3 The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

30.4 Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.



#### APPENDIX E

AS WITNESS the Parties have executed this Agreement on the day and year first before written

SIGNED for and on behalf of  
**THE BOARD OF GOVERNORS OF Byron Court Primary School** By its duly authorised representatives:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

SIGNED for and on behalf of the **HIRER**  
By duly authorised representatives:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

