**1. General Conditions**

**Terms and Conditions of Letting**



**\*** Educational and other statutory requirements take precedence over any other use.

\* Use during school holidays will not take place unless by special agreement so as not to interfere with cleaning and maintenance.

\* Premises are let as they normally stand, and no alterations shall be made to lighting, heating or any furniture and fittings without prior consent.

\* Posters and placards will not normally be permitted on the premises except by prior consent.

\* No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.

\* No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the school buildings.

\* SMOKING IS NOT PERMITTED ANYWHERE WITHIN THE SCHOOL BUILDINGS OR GROUNDS.

\* The hirer shall be responsible for the maintenance of good order and behaviour during the letting.

\* The hirer must inform the school if a Temporary Event Notice is to be obtained and a copy of the notice must be submitted to the school. Applications for a Temporary Event Notice and advice can be obtained from Wiltshire Council.

\* Stage sound and lighting can only be used with prior consent and will require technical support provided by the school at an additional cost.

\* Governors reserve the right to restrict or refuse use of the facilities for any meeting or event that has any political or religious affiliation.

\* Consent to the use of the grounds may be withheld if is considered that the condition of the grounds are such that additional use may result in the inability of the school to provide for curricular use in accordance with the Standards for School Premises Regulations.

\* Attention is directed to Sec.12 (1) of the Children and Young Persons Act, 1933, which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.

\* The school reserves the right to refuse any application for use of the premises and to refuse admission to or to remove from the premises any persons.

\* Hirers are still liable for the cost if a booking is cancelled after 9.30am on the day of the letting or, for a weekend booking, after 2pm on the Friday preceding the weekend of the letting.

\* No substance is to be applied to floors to prepare them for dancing.

**\*** No footwear liable to damage floors and floor coverings should be worn in the school buildings especially

Halls and Gyms.

\* No dogs, other than guide dogs for the blind, shall be allowed on the school premises.

\* The hirer shall be responsible for the maintenance of good order and behaviour during the letting.

**2. Fire and Safety Precautions**

\* The hirer must have a working mobile phone available during the letting and should be aware of accessible phones, escape routes, fire alarms, fire fighting equipment and emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

\* Before using the premises hirers are responsible for checking that:

o Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.

o Safety lighting is working satisfactorily

o Seating and gangways are arranged in accordance with safety rules

o The maximum permitted number to be admitted is not exceeded

o The hirer is familiar with the layout of the building

\* In the event of a fire the first duty of all concerned is to prevent injury or loss of life.

\* The hirer is responsible for calling the Fire Brigade when the alarm sounds and for notifying the caretaker or site manager.

\* If there is a fire or the fire alarm sounds everyone should leave the building ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area as they leave so long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should wait outside where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. The officer in charge of the Fire Brigade should be met immediately upon arrival and informed of the current position. No one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.

\* There may be an opportunity to use the nearest fire extinguisher but care must be taken that it is appropriate for the fire involved.

However: **FIRE FIGHTING MUST ALWAYS BE SECONDARY TO SAFETY OF LIFE.**

\* The hirer is responsible for bringing a first aid kit to the event.

\* At the end of the letting hirers should ensure that all electrical appliances and water taps are turned off and that isolating switches where installed are turned off. All lights should be switched off and all doors and windows closed as leaving.

**3. Damage to School Property**

**\*** The hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring. This will also apply to reinstating or replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or before or after the event if it is connected to or because of the hiring. The amount of the cost shall be certified by the School Surveyor whose certificate shall be conclusive.

**4. Indemnity**

\* Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or Local Education Authority, their agents or employees or any defects in the premises or an act of God or the Queens enemies.

\* The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.

\* The hirer shall indemnify the Governing Body against all claims, demands, actions or proceedings arising out of the infringement of copyright etc. during the period of hire.

**5. Safeguarding and Child Protection**

\* The Hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DCSF (e.g. adoption of the Sport England Safeguarding Standards)

\* The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

**6. Right of Entry**

**\*** The Governing Body and other authorised staff of the school shall in the pursuance of their official duties shall have free access to the hired premises and instructions must be given by the hirer for their admission.

**7. Responsibility for Property**

\* The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.

\* Cars are parked on the school premises at the owners’ risk.

**8. Statutory Requirements**

\* The hirer must inform the school at the time of booking of their intention to obtain any licenses and to provide a copy of any license prior to the event. A further copy must be displayed during the event.

\* It is the hirer’s responsibility to ensure that they obtain the correct licenses for their event, including the sale of alcohol and that they observe any conditions. Further information can be obtained from Wiltshire Council.

\* If the correct licenses have been obtained allowing alcohol to be served it is the responsibility of the hirer to ensure that those under 18 cannot gain access to or be served alcohol. Should this occur, all liability for any consequences of whatever sort shall be with the hirers.

\* The school has the right to refuse a letting if the school’s quota of Temporary Event Notices has

been reached.

**9. Electrical Equipment**

\* All portable electrical equipment brought into the school and used by the hirer must have been subject to a PAT (Portable Appliance Test).

**10. Failure to Observe Conditions**

\* If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirer’s rights under the agreement, and effect the immediate vacation of the premises and/or grounds.

\* Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to sue for any balance outstanding.

**11. Interpretation**

\* The Governing Body’s decision as to the interpretation of these conditions shall be final and conclusive.