

Conditions of Hire

(A copy of this document should be retained by the Hirer for reference)

1. It is the responsibility of the hiring organisation to be mindful that the foremost function of the School is that of provider of education. As such, they are expected to comply with the following hiring conditions:
2. **Insurance:** The Hirer must arrange **public liability insurance** to a) protect the Hirer against third party claims for loss, damage, injury or death arising from the use of the premises, b) to provide an indemnity cover in respect of damage to the premises hired where such damage can be attributed to the negligence of the Hirer or his/her staff, agents or attendees, and c) indemnity should be extended to the School, indemnifying against:
 - all claims, loss, damage or injury which may be brought against or suffered by the School arising from or in consequence of their hiring of the school premises or equipment;
 - 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;
 - any infringement of copyright which may occur during the hiring (if applicable).
3. **Health and safety:** 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 staff know the location of fire-fighting equipment. No exits or corridors may be blocked or fire-fighting equipment removed. In the event of a fire alarm it's the Hirer's responsibility to ensure that everyone associated with the letting leaves the premises immediately to a designated assembly point, and that nobody re-enters the premises until told that it is safe to do so by a fire warden or responsible person. The Hirer is responsible for providing first aid and the equipment for this, and shall provide a written report to the School about any accident or incident requiring first aid.
4. **Safeguarding and child protection:** The School is committed to safeguarding and promoting the welfare of children and vulnerable adults and it is our expectation that all staff and volunteers, including any individuals or groups who hire the school premises, share this commitment.
 - Where a letting will involve provision for children the Hirer must complete Part D of this Letting Agreement.
5. **Alcohol:** Alcohol may not be consumed on the School premises without the permission of the School.
6. **Gambling:** Any gambling or gambling related activity is not permitted anywhere on the School premises.
7. **Licences and copyright:** The Hirer is responsible for obtaining all necessary licences and copyright consents, and the School is entitled to require proof of these.
8. **Car parking:** None offered unless permitted by the School.
9. **Smoking:** Smoking (including e-cigarettes) is not permitted anywhere on the School premises.
10. **Payment:** The Hirer is responsible for making payment in accordance with the terms agreed with the School.
11. **Fixtures and fittings:** 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 School. The hirer will be subject to any costs incurred for any damage to fixtures and fittings.

12. **Use of furniture and equipment:** The movement of furniture and equipment between rooms is not permitted unless specifically permitted by the School. All use of equipment and apparatus is subject to the prior agreement of the School. Any equipment used must be returned to its original location at the end of the letting. The hirer will be subject to any costs incurred for any damage to furniture or equipment.
13. **Sports hall and dance studios:** Only soft sole shoes or equivalent may be used in these areas.
14. **Hirer's equipment and apparatus:** The Hirer shall obtain agreement by the School to bring any apparatus or equipment onto the School premises, and ensure that it is removed accordingly. Any property not so removed may be removed at the Hirer's risk and cost.
15. **Liability:** The School shall not be liable for any loss or damage caused to the Hirer or to any other person as a result of:
- any failure or defect in any of the fixtures, fittings, furniture, equipment or appliances belonging to the School; or
 - any failure or interruption in the supply of water, gas, electricity or IT facilities; or any defect in the premises or in the means of access to the premises; or
 - any theft or malicious or accidental damage to, or loss of, any property taken or left at the premises.
16. **Numbers:** The Hirer shall not allow more people on the School premises than stated in the application form.
17. **Use of premises:** The use of the School premises is limited to the times and description/nature stated in the application form. The Hirer is responsible for ensuring good order is maintained throughout the hire, and that noise levels are adequate as to not disturb other Hirers or local residents.
18. **Access:** The Hirer agrees to adhere to the School's procedures for signing in groups/attendees, which includes taking a register as well as following other instructions given by the School about accessing School premises.
19. **Advertisements:** A) No advertisements, emblems or slogans shall be displayed without the prior permission of the School (and the Local Authority if applicable). B) The Hirer shall remove any advertisement, emblem or slogan if the School deems them unlawful, unseemly, likely to lead to a disturbance, or expose the premises to fire risk.
20. **Right of entry:** The Headteacher, the Deputy Headteacher, or any other person appointed by the School, shall have the right of entry to the premises during the hire.
21. **Reporting damage:** Any damage to the premises or their contents must be reported to the site keeper or school representative on the day of the hire, followed by a written report on the damage caused.
22. **Transfer of hire:** The Hirer shall not transfer the hire to another party under any circumstances.
23. **Additional conditions:** The School reserve the right to provide from time to time additional conditions to those described in this document.
24. **Condition of premises:** The Hirer is responsible for leaving the premises in the same condition as they were found, and to ensure everything is left clean and tidy. If the school is left in an unsatisfactory condition, the hirer will be expected to pay any cleaning costs incurred.
25. **School policies:** School policies may be made available to the Hirer on request.
26. **Cancellation and termination:** A) Occasional bookings: The Hirer to give at least one week's notice of a cancellation. B) Block bookings of one term or longer require at least one month's

notice. Shorter periods of notice may be mutually agreed. C) If the School finds it likely that one of the conditions will not be complied with, the School may terminate the hiring by written notice to the Hirer. D) If, during the period of hiring, any Governor, the Headteacher, or any authorised member of staff who may be present, is of the opinion that a condition has not been complied with, or that disorder, damage or an illegal act has taken place or is threatened, that person may terminate the hiring by verbal notice to the Hirer, whereupon the premises shall be vacated forthwith. E) In the event of cancellations under C) or D) above, the School shall be under no liability to refund any payment made for the hiring or to compensate anyone involved for any loss or damage sustained as a consequence of the cancellation.

- The School will aim to notify the Hirer as early as possible if a hiring needs to be cancelled or moved due to School events (which as a rule will be prioritised over external hires).

Safeguarding and Child Protection

Lettings involving provision for children

The School is committed to safeguarding and promoting the welfare of children and vulnerable adults and it is our expectation that all staff and volunteers, including any individuals or groups who hire the school premises, share this commitment.

The School will only agree to lettings when satisfied that the hiring organisation meets the following safeguarding requirements. Agreements will be terminated should the hiring organisation fail to maintain the safeguarding requirements.

The hiring organisation:

- Will provide a copy of the hiring organisations' Child Protection and Safeguarding Policy.
- Must have safe recruitment practices in place and all relevant safer recruitment pre-employment checks must have been completed on staff who will be employed to work with children, including the appropriate level of DBS check, references and (where relevant) disqualification by association.
- Confirms that the hiring organisations' employees are suitable to work with children.
- Confirms that appropriate supervision and support is provided to employees including appropriate Child Protection Training.
- Will provide a list of the names of staff who will be employed to work with children together with their DBS number and date of disclosure.
- Confirms that the hiring organisation has Ofsted registration (if relevant)
- Understands that they are required to notify the School in writing of changes to any of the above.

Tech Booth and Theatre Care Instructions

Lettings involving hire of the theatre

Theatre

- Lights must not be re-focused or changed.
- Lights must not be unplugged or moved.
- Any furniture bought into the theatre from elsewhere must be returned to its original location at the end of the letting.
- All theatre furniture used must be returned to its original position at the end of the letting.
- The church-facing fire exit must not be blocked at any time.
- The theatre curtains and tabs must not be damaged.
- Tape must not be removed from theatre floor.
- The projector remote must not be removed.
- There is to be no entry to the Drama office.

Tech Booth

- Access to tech booth is via the top entrance only; the bottom corridor should be kept closed and locked at all times.
- Any rubbish should be put in the bin and this emptied upon exit.
- Dimmer racks must be turned off upon exit.
- Lighting desk must be switched off upon exit with all faders back to '0'.
- The levels on the sound mixer must be returned to their original position.
- Settings are not to be changed, or on/off switches to be pressed, on amps/boxes below the mixer.

The above list is not exhaustive. If any damage or alteration to theatre property occurs during a letting, costs of repair will be charged to the hirer.