

TERMS AND CONDITIONS OF HIRING SCHOOL FACILITIES

1. General

- 1.1 The hiring of any accommodation is agreed only on the conditions outlined below. The hirer is deemed to have read and accepted the conditions and will be responsible for ensuring that all the conditions are met.
- 1.2 The Trust reserves the right without prior notice at any time to alter or amend the whole or any of these Terms and Conditions of Hire.

2. Payment and Cancellation of Bookings

- 2.1 It is recommended that applications for hire should normally be made at least 3 weeks in advance.
- 2.2 The booking system will be opened at the end of July/ early August for the following school year. The cost of the hire will be stated on the School Hire booking system.
- 2.3 If you require additional time to set up or take down equipment for your hire, you must allow for this when making your booking and adjust the time booked accordingly.
- 2.4 Cancellations made more than 24 hours before the booking is due to take place will be fully refunded. Where a cancellation is made with less than 24 hours' notice, the full price will apply. Where a no-show occurs, the full price will also apply.
- 2.5 The Trust reserves the right to give notice should a facility be required by the school i.e., during exam periods or due to urgent, essential maintenance. The Trust will make best endeavours to give at least two weeks' notice. In these circumstances the Trust agrees to refund any payments made by the hirer.
- 2.6 In exceptional circumstances e.g., adverse weather conditions, the Trust reserves the right to cancel any event being held on our premises at short notice. In these circumstances the Trust agrees to refund any payments made by the hirer.
- 2.7 The Trust reserves the right to decline any bookings at our absolute discretion, in particular where the organisation does not uphold the values of the school/ or reputational damage to the school or Trust may occur.
- 2.8 An additional charge will be made in respect of damage caused to the building or school property through negligence or wilful intent.

3. Care of the School

- 3.1 The hirer shall always comply with the instructions of the School Staff.
- 3.2 The use of the facilities must not interfere with the running of the respective school, educational use or cause any nuisance or annoyance.
- 3.3 The hirer agrees to use the School Facilities in compliance with the guidelines and conditions as advised by School Staff and only for the purposes specified in the hire agreement. Any other use requires prior written approval from the School.

- 3.4 The Hirer warrants that they are competent to carry out, instruct, train, coach or lead the activity for which the School's Facilities are to be used.
- 3.5 The Hirer shall have access to toilets and common parts of the school in relation to the activities taking place as designated by the School Staff. The Hirer should not enter areas or rooms of the school, or use facilities or equipment, other than those allotted to them by prior agreement
- 3.6 The Hirer is responsible for supervising any children taking part in an activity, including escorting them to the toilet facilities and remaining with them until they have been collected by a responsible adult.
- 3.7 The Hirer shall ensure that any person given a supervisory role by the Hirer, during the booking, must be carefully selected prior to appointment and sufficiently skilled, experienced, and trained to carry out their duties.
- 3.8 Where an activity taking place under the Hire Agreement involves (a) Children under the age of 18 or (b) Adults or children suffering from mental or physical incapacity, all persons with responsibility for organising, operating, assisting with, or supervising such activities must be DBS checked and accept responsibility for registering with the DBS service and providing details of such registration to the Trust upon request. The Hirer must comply with any relevant safeguarding policies of the School.
- 3.9 The Hirer shall not exceed the agreed maximum capacity for attendees of the activity authorised by the Hire Agreement. The Trust shall have the right to require people more than the agreed maximum capacity to leave the premises.
- 3.10 It shall be the responsibility of the Hirer to leave the School Facilities in a condition agreed with the Trust.
- 3.11 Authorised representatives of the school shall always have free access to all facilities.
- 3.12 Hirers must be aware that there may be other Hirers on the premises at the same time as their hire period.
- 3.13 No dogs, except guide dogs shall be permitted on the premises at any time.
- 3.14 Parking on the school premises is at the Hirer's own risk.
- 3.15 The Hirer must not use the Trust premises in a way which breaches any legislation, nor for any immoral or gaming/gambling use.
- 3.16 Goods belonging to the Hirer may only be left at the school with prior approval from the School and at the Hirer's own risk. Any items left on the premises after the hire period without prior agreement may be disposed of without notice to the hirer. Users must not use unallocated storage space or overfill allocated space.
- 3.17 The school reserves the right to ask you to leave the premises if required.

4. Damage to School Property

- 4.1 The Hirer shall be responsible for any damage, other than reasonable wear and tear and depreciation, to School Facilities or the premises.
- 4.2 Any damage caused to grounds, building, fixtures, furniture or equipment belonging to the school in the opinion of the Trust, other than through wear and tear, will be repaired by the School and the cost will be met by the Hirer.
- 4.3 No screws or nails shall be driven into the walls, floors or ceiling of the Premises or its furniture, fixtures or fittings.
- 4.4 Markings are not to be made on any of the facilities without prior consent from the Trust in writing.
- 4.5 Footwear likely to damage the floors of the premises are not to be worn.

5. Cleaning

- 5.1 It shall be the responsibility of the Hirer to ensure that the School Facilities used are always maintained in a clean and tidy state.
- 5.2 The cost of any excessive cleaning and ground restoration will be charged to the Hirer.
- 5.3 If the School Facility is found to be in disorder at the commencement of a booking it should be reported to a member of staff immediately before activities take place.

6. Health & Safety

- 6.1 Whilst on the premises the Hirer must comply with the provisions of any relevant and applicable health and safety legislation and with all reasonable health and safety procedures applied or notified by the Trust.
- 6.2 Fire doors and doors fitted with automatic closure shall not be interfered with.
- 6.3 The Hirer shall not obstruct any corridor, passage, entrance or exit of the premises.
- 6.4 The Hirer shall ensure that there is no interference whatsoever with fire extinguishers or any other firefighting equipment. This equipment may be used in an emergency.
- 6.5 Any electrical equipment brought on to the site must be agreed by the Community Manager and have a current Portable Appliance Tested (PAT) certificate i.e., less than 12 months and must be used with a Residual Current Device (RCD)
- 6.6 The Hirer is required to provide the Trust with written details of any accident, loss, damage, near miss or injury sustained by any person within 3 days of the date of the incident occurring.

7. First Aid

- 7.1 The Hirer should arrange for first aid qualified personnel with an adequate first aid kit to attend medical emergencies during each booking.
- 7.2 The Hirer should ensure that they and any personnel designated as first aiders are aware of the locations of defibrillators and how these should be used.

8. Fire and Emergency Situations

- 8.1 The main contact on the hire agreement is the nominated person responsible for ensuring fire safety for all users throughout the booking
- 8.2 The Trust must be informed in advance of any personnel who may require assistance in the event of an emergency.
- 8.3 The Hirer will ensure the school premises will be appropriately always staffed by a 'group leader' who is aware of all the fire exits in the facilities that are to be used.

9. Smoking

- 9.1 Smoking including the use of E-cigarettes/Vapes on the school premises is strictly prohibited.

10. Intoxicating Liquors and Substances

- 10.1 The Hirer will not bring illegal drugs or other illegal substances on to the premises.
- 10.2 Admiral Lord Nelson School has a premises licence which allows alcohol to be consumed. However, written consent from the Trust is required at least 4 weeks before the hire to ensure registration of the use of alcohol. Alcohol may not be consumed at other trust schools.
- 10.3 The Hirer shall ensure that all bottles, cans, and litter are removed at the end of each period of use.

11. Noise

- 11.1 Noise must be kept within reasonable limits at all times, including when arriving at and departing from the site, and the Hirer must comply with the instructions of the staff on duty.

12. Sport

- 12.1 Where the activity is a sport, the Hirer must ensure that the activity is carried out and supervised in accordance with the appropriate rules and safety recommendations.
- 12.2 Where sports activities, coaching, training, tuition or martial arts are to be practised or performed, the Hirer must be a member of a recognized professional body for the sport concerned.

13. Insurance

- 13.1 The school holds its own third-party public liability insurance for personal injury and accident which occurs on school premises. However, this excludes liability for participants to the following activities; gymnastics, boxing, wrestling, judo, all forms of martial arts, roller skating, football, rugby and any other contact sports.
- 13.2 The Trust requires that the Hirer ensures it has adequate insurance for the activities taking place.

I have read the Terms and Conditions and agree to hire the school premises in accordance with them.

Signed:

Name of Organisation:

Date: