

## Terms and conditions of use for St John's Primary School Premises

1. Payment of the appropriate charges will be made on demand although the School 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. Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement
2. The Hirer must have the following in place:-
  - 2.1. Emergency plan (including fire evacuation) in which all the School's security and fire precaution measures must be adhered to. It is strongly recommended that the hirer has access to a working mobile phone during the letting.
  - 2.2. Procedures for dealing with an accident and administering first aid (first aid supplies and services are not provided by the School).
  - 2.3. Risk assessments based on the activities being undertaken on the School's premises.
3. 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.
4. The School disclaims liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so). The Hirer will be required to indemnify the School against all claims arising directly or indirectly out of the use of the premises rather than claims arising as a result of negligence of the School.
5. The hirer shall pay to the School 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. All damage and/or accidents to be notified to the School immediately.
6. Hirers shall ensure they have a policy of insurance to cover liability for at least £5 million and shall produce the policy to the Governors if demanded. The School can arrange insurance for private individuals.
7. Applicants are required to obtain insurance to cover these risks.
8. No preparations are to be applied to the floor
9. A hirer must not sub-let to another party.
10. 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. The Hirer must ensure that adequate supervision is available at all times.
11. 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. 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.
12. 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
13. 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, for which the School is not licensed. Any proposals to use a School for a public entertainment must be discussed carefully with the local District or Borough Council.*
14. Before approving any letting for the exhibition of pictures involving the use of films or television, the Hirer shall make enquiries to the appropriate District Council as to whether the exhibition is exempt from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.
15. The School operates a **No Smoking** policy throughout its buildings and grounds including the car park.

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16. Dogs and other animals are not allowed in the School playground or in the buildings without the expressed agreement of the School.
17. 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.
18. 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.
19. Any dispute arising from a hiring shall be settled by the School Governors.
20. The School reserves the right to cancel a booking if it is necessary to hold a school event that would clash with the booking. Every effort will be made to give as much advance notice as possible.
21. The School reserves the right to cancel a booking due to circumstances beyond its control and in such cases will credit the hirer for the missed booking.
22. The School will not be liable for any loss that the hirer incurs flowing from the School's cancellation of a booking.
23. If for any reason the Hirer wishes to cancel a booking then 7 days advance notice should be given. Without advance notice the School reserves the right to charge for the booking.
24. The Governors reserve the right to revoke without notice any contract for the hire of School premises.
25. 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.