

## **Terms and Conditions Relating to the Private Hire of Abbey CE VA Primary School (the School, which includes school grounds and car park) 2021 2024**

The 'Hirer' is the named individual on the Hire Agreement Form and this person will be responsible for the hiring and for payment of all fees and other sums in respect of the hiring. The governors are the owners of the school premises and grounds, the School, the Head Teacher and Office Manager their Agents.

1. All applications for the private hire of the School must be made to the Head Teacher (via the school office, completing the Hire Agreement Form) with at least 7 days' notice of the hiring. The hiring must be approved by the Head.
2. Only the areas of the School agreed on the Hire Agreement Form may be used by the Hirer. Hirers must not use any equipment or rooms not covered by the Hire Agreement.
3. A cancellation made within 48 hours of the date of hiring will incur a fee of 50% of the letting. If the governors cancel the event /hiring fees will be returned unless the event is cancelled by the governors as it is deemed unsuitable.
4. Use of the School and grounds may be cancelled by the School at any time if the School or grounds are unsuitable for use. Fees will be refunded.
5. If the governors believe an event, entertainment, activity, meeting is deemed unsuitable or not properly conducted they may put a stop to it. Fees will not be refunded.
6. The Hirer is responsible for the cost of repair or replacement of any property or part of the School or grounds that have been damaged or destroyed in connection with the occupation of the school premises by the Hirer. The Hirer should not undertake to repair or replace any damaged items, but will be liable for the cost as directed by the School. Please advise the School in writing if any damage is done and the Hirer will be billed accordingly; the deposit may cover all or some of this charge, the remained being billed to the Hirer.
7. There will be no smoking in the School or within the school grounds, including the car park.
8. Permission for alcohol consumption must be granted by the Head Teacher/governors AND the relevant licence to sell alcohol from the Local Authority is gained. All legal requirements regarding the sale and consumption of alcohol, Gaming and Lotteries legislation, performing of plays and the exhibition of films

shall be observed and there shall be no infringement of any copyright (under the copyright Act 1956). The Hirer is responsible for gaining and paying the charges due as required for the required legal licenses.

9. Hirers using the school for a service that relates to contact with children must provide the school with Child Protection and Safeguarding policy and confirm the adults working with children have the correct DBS clearance.
10. The Hirer shall have third party indemnity insurance policy with public liability of £5m and must provide a copy of this policy/insurance certificate to the School. The governors will not be responsible for loss, damage to property or injury of any persons during or in relation to the hire of the School. Where the hirer is not expected to have indemnity insurance, they may apply for to be covered by the school scheme.
11. Regular hirers are required to complete a new booking form each September. The governors will review the Lettings Policy every three years and inform Hirers of any changes, including those made to rates, which may be annual.
12. Safe use of portable electrical equipment. All electrical equipment brought into the School for use by the Hirer will be in sound mechanical and electrical condition and fitted with the correct fuses. Any accident caused by defective equipment brought into the premises by the Hirer will be the liability of the Hirer. (see point 6)
13. If use of the car park is permitted, please observe the hatched areas for emergency use and park within the marked bays only. No parking is permitted on the school field and care and consideration must be taken if parking on the road/s around the school. Cars are parked in the school car park at the owner's risk. The maximum number of car park spaces is 17.
14. The School is in a residential area and care and consideration must be given to our neighbours and local residents when arriving/ leaving and during the event.
15. Use of the School Kitchen is not permitted.
16. The Hirer is also the key holder (unless the site manager has been booked to unlock/lock) and must be responsible for the keys and ensure the building is securely locked, all windows / doors closed and the alarm set and gates closed and locked when the event is over. Keys must be returned to the School office/Office Manager on the next school day.

17. The fire exits are clearly marked and must not be blocked. The Hirer is responsible for making everyone using the school familiar with the fire exits. No exits must be blocked, obstructions placed in corridors or fire appliances removed or tampered with. The Hirer will be signposted to the school emergency/fire evacuation procedure displayed in the hall. In the case of a fire, ring 999.
18. The telephones in the school are not available for the Hirer to use, a mobile phone should be used in case of emergency.
19. The times and purpose of the event and the maximum number of participants is that stated on the Hire Agreement Form.
20. The Hirer will not sub-let the premises.
21. The governors will not be responsible for any break down of machinery, failure of electricity supply or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority, Act of God, or any other cause which may cause the premises to be temporarily closed or the hiring be cancelled or interrupted.
22. The right to enter and/or remain on the school premises at any time during the hiring is reserved to the governors, their Agents and any police officer.
23. The Hirer shall ensure that good order is kept on the premises and that all displays, instruments, books and other equipment are not interfered with. Use of the field shall be confined to the use agreed and consideration for the neighbours taken seriously. The play equipment must not be used.
24. No objects shall be driven into the fabric or furnishings of the school premises or grounds and no structural alterations shall be made.
25. At the end of the hiring the Hirer shall leave the School premises in a clean and orderly fashion, as they found it.
26. The Hirer shall remove all property brought onto the premises at the end of the hire period. The governors are not responsible for anything left behind and reserve the right to charge an extra fee/ keep the deposit until it is removed.
27. VAT – see VAT on Lettings VA Schools for standard rating and exempt lettings.
28. All rubbish and bottles must be removed from the school site. Use of the school bins is not permitted. The deposit will be kept to cover any removal of rubbish that is not taken away, including incorrectly placed in the school bins.