



## Procedures

### TERMS AND CONDITIONS FOR HIRING THE SCHOOL FACILITIES

#### **A. Bookings/Payments**

1. The hirer shall pay the charge requested on receipt of an invoice. Prices and discounts are approved by Governors and the Headteacher. VAT will be added to sports lettings which are less than 10 weeks and with a gap of 2 weeks between, in line with DCC regulations.
2. The Governing Body reserves the right to adjust the hiring charge should the hire period extend the period originally agreed, or if there are circumstances which require an increase (to be communicated to the hirer).
3. The school reserves the right to refuse any application.
4. The school reserves the right to cancel/postpone bookings if the facilities are required for the purpose of education and/or school business, or for emergency repairs or maintenance, inclement weather, Force Majeure, Acts of God. The school will endeavour to give as much notice as possible and will ensure that the hirer is not charged for this.
5. If hirers need to cancel, they must give as much notice as possible. Cancellation charges may be charged at the discretion of the school. Costs to the school as a result of cancellations will be passed on to the hirer as the school cannot subsidise this cost. Also, repeated cancellations will need to be referred to the Headteacher for review.
6. No payment should be made to staff, other than that invoiced. A receipt should be obtained for cash payments.
7. The hirer may not sub-let the premises.

#### **B. Hirer's Responsibilities**

8. Hirers should be aware of safeguarding issues associated with school sites.
9. Hirers to ensure that activities carried out on the premises are appropriate and previously agreed with the school, and that there is adequate adult supervision. Consideration should be given to other users, to owners/occupiers of any neighbouring or adjoining property and members of the public.
10. Where there is a large gathering of people, such as a concert or a dance, the hirer should ensure that there are appointed stewards to maintain order throughout the period of the letting.
11. Any damage to the school property or premises must be paid for by the hirer.
12. Hirers should vacate the premises by 10.00 pm unless a specific agreement has been reached beforehand.
13. Pianos, furniture and equipment must not be moved or used without permission. No property should be removed from the school.



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14. Users of the premises are responsible for their own safety; any accidents or injuries should be reported to the school at the earliest convenience.
15. Care should be given to the floor coverings; no footwear which will damage floors should be worn.
16. Parking is at owners' risk. Parking should not obstruct neighbouring properties.
17. Loss/theft/damager of personal property is at owners' risk.
18. Hirers should ensure they leave the premises in a clean and tidy condition. Any damage or concerns should be reported to the school.
19. Any defects relating to the premises should be reported to the school.

### **C. Insurance/Legal/Copyright Matters**

20. Hirer to agree to abide by the terms of the insurance policy taken out by the County Council to protect 'voluntary groups' and other hirers who are not 'Registered Companies' \* and to pay the first £100 of each and every claim in respect of damage to the buildings and contents (See 27 below).  
  
\* Insurers exclude from the cover use of premises by organisations that are able to make their own insurance arrangements, i.e. Professional Entertainment Promotions, Registered Companies, Scout or Guide Groups, Sports Clubs, Political Parties etc.
21. Hirer to ensure that no gambling or any other objectionable conduct takes place on the premises.
22. Hirer to obtain any necessary permission from the owners of copyright in musical, dramatic, literary and other works as required by the Copyright Act 1956, and to indemnify the County Council in respect of any infringements of such copyright.
23. Hirer to complete and despatch to the Performing Rights Society Limited, on a form to be provided, a list of musical works, whether published or in manuscript, performed at the premises vocally, instrumentally or mechanically at entertainments for which a charge for admission is made. **N.B:** if the necessary form is not issued by the Clerk to the Governors of the school, a copy may be obtained on application to the Chief Education Officer, County Education Office, Matlock.
24. Hirer to secure a licence in accordance with the Licences Act 2003 (previously the Theatres Act 1968) in respect of the performance of any play.
25. Hirer to secure a licence for the sale of intoxicating liquor.
26. Hirer to agree to abide by other regulations as directed from time to time by the Governors Or Local Authority.



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### 27. **Conditions of Insurance Policy**

The insurance provides an indemnity to the hirer (as outlined in 20 above) in respect of third party claims arising out of the negligence of the hirer during use of the premises. It applies only where legal liability exists and operates where following a negligent act, a visitor or third party other than an employee of the hirer suffers personal injury or damage or loss. Claims are payable up to a maximum limit £2,000,000 for any one accident or occurrence. Employees of the hirer are covered in respect of damage or loss.

The insurance also indemnifies the hirer against legal liability for damage to the hired building and its contents up to a maximum of £50,000 (£2,000,000 in respect of fire damage). The hirer is liable for the first £100 of each and every claim.

28. Licences, where needed, such as temporary events notices or for the provision of alcoholic drinks, must be obtained by the hirer at their own expense.

Reviewed by D Peet and agreed by Finance & Resources Committee – June 2018