



CASTLEMAN ACADEMY TRUST

SCHOOL LETTINGS :

Terms and Conditions of Hire of Trust Schools

Author: Chief Executive Officer

**Review Body: Castleman Academy Trust
Finance and Audit Committee**

Date Adopted: 12th July, 2019

Review Date: Summer 2020

CASTLEMAN ACADEMY TRUST

School Lettings : Terms and Conditions of Hire

1. In these conditions:

‘School’ means any school within the Castleman Academy Trust

2. Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the Hire Agreement is deemed to be acceptance of these conditions.

3. Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

4. Applications

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

5. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

6. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site. Please be aware that if a school event or activity is scheduled to take place, notice will be provided to the Hirer and alternative provisions will be offered in the form of a different location at the school or provision will be offered at an alternative location. The school agrees to provide the Hirer with notice of any change as soon as is practicably possible.

7. School Hall

Only suitable footwear should be worn in the school hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.

8. Grass Areas

- (i) These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.
- (ii) Litter must be removed from the facility at the end of the hire session.

9. School Equipment

No use may be made of apparatus such as lighting and sound equipment, pianos etc., without specific permission.

Special care should be taken in rooms fitted with electronic whiteboards. The whiteboards should only be used by individuals who have been specifically trained and markers should not be used on these boards at any time.

10. Fabric and Fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven in to walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable, tidy condition, all equipment being returned to the correct place of storage.

11. The Hirer is responsible for the safeguarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

12. Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

13. Hirer's Property

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the school any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

14. The Hirer shall indemnify the School against all claims for damages, compensation and/or costs in respect of:

- (i) bodily injury or illness to Third Parties, and/or
- (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of premises.

15. The Hirer shall be responsible for loss or damage to the School's premises and contents therein.

16. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 14 and 15 above.

17. Refusal of Hire

The School may refuse an application to hire the premises if:

- (a) The premises are required by the School
- (b) There has been any damage to the property, or breach of these conditions during previous use of the premises by the Hirer.

- (c) For any other reason the governors deem it necessary or expedient to refuse the application.
- (d) If the Trust feels the Hirer does not have adequate insurance in place.

No compensation shall be payable by the School by reason of such a decision.

18. Cancellation by the School

The School reserve the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) or (iii), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstance, the School will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

19. Cancellation by the Hirer

The Hirer must give at least four weeks' notice of cancellation to the Headteacher, acting for the Governors. If any shorter period of notice is given, the governors reserve the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge.

20. Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule (see Appendix 1).

- (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
- (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- (iii) The School reserve the right, on proper notification, to invoice the Hirer for any charges arising from the excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the School against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy

condition. The proportion of the deposit to be retained will be decided by the School and their decision will be final.

21. Statutory Requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the School against any action for breach of copyright.

22. Attendance and Behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for any damage.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities and the School's and the Hirer's insurance arrangements.

23. The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Headteacher's representative considers the behaviour of the Hirer, its guests/delegates or third party contractors to be unreasonable, the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the hire charge.

24. Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Trust. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer

agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

25. The School reserves the right to require sight of the Temporary Event Notice prior to the letting.

26. Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Trust.

27. Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

28. Smoking

No smoking is allowed. The School is a smoke-free area in line with Government legislation in force from 1 July 2007.

29. Estates Manager

The Estates Manager, or staff as delegated by him/her, is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by them whilst on duty must therefore be followed.

30. Use of the premises is limited to the accommodation hired and necessary Facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

31. Right of Access

The School and its agents reserve the right of access to the premises during the letting.

32. The Headteacher (or their representatives) reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:

- causing intentional damage to the School, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the Site Manager or other members of the School's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the Trust whose decision will be final.

- 33.** The Hirer may not assign or sub-let the hire of the School.
- 34.** The Hirer will supply a copy of their Public Liability Insurance with this form, with the sum insured no less than £5,000.000.