

SOUTHFIELD JUNIOR SCHOOL
LETTINGS OF EDUCATIONAL PREMISES
TERMS AND CONDITIONS OF LETTING

Educational and other statutory requirements take precedence and no application that will interfere with the educational functions of the premises or maintenance of the premises will be approved.

Use during school holidays should be limited to such as will not interfere with cleaning and maintenance.

Premises are let as they normally stand and no alterations and additions shall be made to the lighting, heating, seating, gangways, fittings and fixtures or other arrangements of the accommodation except with the authority of the Head Teacher. Any special requirements such as additional seating are to be requested on the application form and paid for as appropriate in addition to the basic hiring charge.

All passages and exits to which the public has access shall, at all times when the public are on the premises, be kept free from obstruction.

Posters or placards will not be permitted on the premises except upon the boards provided for the purpose.

No bolts, screws, nails or tacks shall be driven into any part of the premises, neither shall any adhesive be used on walls.

No article of explosive or inflammable character, or any article producing an offensive smell or any oil, electric, gas or other engine be brought into the accommodation.

Smoking is not permitted.

The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.

No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the Governors and that of the Licensing Authority, if appropriate.

Attention is directed to Sec 12(1) of the Children and Young Persons Act, 2008, which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the building and take all other reasonable precautions for the safety of the children.

The charges made of the use of the premises are inclusive of all payment, including that of the caretaker, except for any special requests.

Hirers are still liable if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend booking after 4.30 p.m., on the Friday preceding the weekend of the letting.

Governors reserve the right to restrict or refuse use of the grounds in the educational interest of the establishment as undue damage or abuse of the grounds might result in the withdrawal of playing fields from school use for reseeding, etc.

Hall floors may be used for children's physical education and no substance is to be applied to the floors to prepare them for dancing.

No dogs, other than guide dogs for the blind, shall ordinarily be allowed on the school premises.

Briefing

The hirer should make themselves aware of the position of the escape routes, fire alarms, fire fighting equipment and emergency drills to ensure the safe evacuation of the buildings. This information is available from the duty caretaker or, prior to the letting, from the school office.

Fire Instructions

Before use of the premises the Headteacher is responsible for ensuring that:

THE HIRER IS ADVISED THAT THEY HAVE ACCESS TO A MOBILE PHONE DURING THE PERIOD OF THE LET

- A) Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
- B) Safety lighting is working satisfactorily.
- C) Seating and gangways are arranged in accordance with the safety rules.
- D) Fire fighting equipment is available for immediate use.
- E) The maximum permitted number of persons to be admitted is not exceeded.
- F) The hirer is familiar with the layout of the building and fire escape routes in case of emergency.

In the event of a fire the first duty of all concerned is to prevent injury or loss of life.

In the absence of the Head or a nominated Deputy, the person in charge is responsible for calling the Fire Brigade when the alarm sounds.

If there is a fire or the fire alarm sounds everyone should leave the building ensuring that all doors which are passed through are closed behind them. On arrival outside the building a check should be made to ensure that all persons are present. If anyone is missing an immediate organised search should be made. The Officer in charge of the Fire Brigade should be met on arrival and immediately informed whether or not all persons have been safely evacuated.

With the exception of an organised search for missing persons, no one must be allowed to re-enter the building until permission is given by the Senior Fire Brigade Officer present.

There may be an opportunity in the event of a fire for an attack to be made upon it with the nearest fire extinguisher but fire fighting must always be secondary to safety of life.

After the letting the Caretaker or other person in charge should check that there are no apparent fire risks. All electrical appliances including lights should be switched off and all doors and windows should be closed when leaving the building.

The hirer shall repay to the Governors on demand any additional staff costs resulting from the use of the grounds or premises by the hirer and the cost of reinstating grounds or reinstating or replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of hiring. The amount of the cost shall be certified by the Director of Property Services whose certificate shall be conclusive.

No footwear liable to damage floors may be worn in the school buildings.

Hirers (other than Education Committee sponsored/supported groups) shall indemnify the Governors against all claims, demands, actions or proceedings, in respect of goods or clothing or of the death or injury of any person which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Authority, its agents or servants, or any defects in the premises or of an act of God or the Queens enemies.

Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer and undertaking with the Authority strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Justices or the County Council applicable to any letting and to indemnify and save harmless to the Authority, its officers and servants from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.

The hirer shall indemnify the Authority against all claims, demands, actions or proceedings arising out of the infringement of copyright, etc., during the period of hire of the premises.

If a charge is to be made by the hirer for admission and musical works are to be performed vocally, instrumentally or mechanically, then the hirer shall obtain from the Performing Rights Society an additional form and shall complete and return the same to the Performing Rights Society.

The Head teacher/Governors shall in the pursuance of their official duties have free ingress and egress to and from the hired premises, and instructions must be given by the hirer for their admission.

If the hirer shall fail to observe or perform in any respect or secure the due observance or performance by others or the provisions of these Terms and Conditions and any Notes attached hereto the Governors may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate vacation of the school. Such termination shall not release the hirer from any of his obligations under the agreement or effect any right or remedy which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain for the use and benefit of the school any monies paid by the way of deposit and to sue for any balance outstanding.

The Governors shall not be responsible for any goods, materials, clothing etc, brought into or left in the building.

Cars are parked on school premises at owner's risk.

The Governors reserve the right to cancel any booking in the event of the accommodation being required in connection with a parliamentary, County or Municipal Election; for such extraordinary or special civic or education purposes as the Authority may from time to time think fit, or for any other reason at its discretion. In the event of any such cancellations, the Governors shall refund the charges already paid for the hiring of the premises, and the hirer may be offered an alternative date or dates, but in any event the Governors shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.

The contract of advance bookings in respect of any letting, particularly when the prior payment has been made, should not be broken except in extreme circumstances and the Head Teacher always be consulted.

The School's decision as to the interpretation of these conditions shall be final and conclusive.