

Terms and Conditions of Use and Checklist for Hirer

River View PRIMARY SCHOOL

Terms and Conditions for use of Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them by signing the Lettings Contract. This will be signed by the nominated person from each group/ organisation.

Interpretation

'The school' means the Governing Body of the School, its employees and agents.

Purpose of use

1. The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the school. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the letting.

Health and Safety including Safeguarding

4. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
5. The school fire, emergency and evacuation procedures will be forwarded to the Hirer and it the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending during the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
6. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the schools premises. This should be done in person and may require the applicant telephoning the Head teacher or the Site Manager. The Hirer will be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.

7. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required e.g. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA Checks.
8. All hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Principal before approval is given. The duty facilities assistant will submit an incident report if he suspects that the letting or gathering has been used for political purposes not previously authorised by the Principal, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.
9. 1. The letting must not incite hatred, violence or call for the breaking of the law.
10. 2. The letting is permitted to encourage, glorify or promote any acts of terrorism including individuals, groups or organisations that support such acts.
11. 3. The letting must not spread hatred and intolerance of any minority group/s in the community and thus aid in disrupting social and community harmony.
12. 4. The letting must demonstrate a commitment to adhere to the council's 'No Place for Hate' policy.
13. 5. The letting must seek to avoid insulting other faiths or groups, within a framework of positive debate and challenge.
14. 6. Lettings are not permitted to raise or gather funds for any external organisation or cause without express permission from the Head teacher.
15. 7. Any Letting must be in compliance with the school's Equal Opportunities and Safeguarding Policies.

Payment of Hire Charges and Deposit, If any.

16. Hire charges shall be due and payable 10 working days before the date of the booking.
17. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Responsibility of the Hirer for Good Order and Safety

18. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school on demand the cost of re-instating or replacing any part of the premises or any of the property on the premises 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 the hiring. Any such costs will be in addition to the specified lettings charges.
19. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
20. The Hirer must obtain express permission from the school to leave any equipment on the premises. The Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/Salford City Council to be unsafe or beyond repair or else unsafely stored on the Premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within **28 days**, the items may be disposed of by the school/Salford City Council and the Hirer shall reimburse the school/Salford City Council for any expense which it incurs.
21. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.
22. The Hirer shall comply with any reasonable instructions given by the Head teacher, Premises manager or other member of the School Staff.
23. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.
24. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.
25. Where the premises does not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.
26. Smoking is not allowed on the school premises at any time.
27. No nails or fastenings shall be driven into any wall, floor, ceiling or partition of the premises without the permission of the school.

Indemnity & Insurance

- 28. Salford City Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).**

29. The Hirer agrees to indemnify Salford City Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time if such death or injury in any way related to the hire of the premises except where such death or injury occurs as a result of the negligence or breach of duty of Salford City Council, the school or their agents or employees. The indemnity must be covered by public liability cover to the sum of **£6,000,000 including fire damage to the premises and its contents. It will be necessary to produce documentary evidence of the cover when booking.**

Advertising

30. No advertising shall be permitted except without the prior written consent of the school.

Cancellation

31. The school reserve the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. In such circumstances, the school will refund any monies paid in respect of the letting so cancelled but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for Hire as it may deem fit or withdraw permission for any letting at any time.

32. If the Hirer cancels their booking 10 or more working days before the date of the booking, the full fee and deposit will be refunded to the Hirer. If less than 10 working days notice is given, only 50% of deposit will be returned. If less than 5 working days notice is given by the Hirer, there will be no refund of the deposit.

33. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

Lettings Checklist for Hirer

Things to do

Tick when done

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| 1 | Read through schedule of charges and the conditions of use, and booking form | |
| 2 | Complete booking form | |
| 3 | Send in booking form to school to request a booking | |
| 4 | School notifies you that the booking is available or not available and sends you an invoice | |
| 5 | Complete risk assessment of activity (including CRB forms and ISA Registration if working with children). | |
| 6 | Send in risk assessment, CRB forms, copy of any licences required, copy of insurance documents and payment of invoice | |
| 7 | Receive signed Lettings Contract from school | |
| 8 | Attend induction into fire procedures | |
| 9 | Inform attendees of fire procedures and terms and conditions of use | |

Both the undersigned parties agree to abide by these terms and conditions

Signed: _____ Date: _____

On behalf of River View Primary School

Signed: _____ Date: _____

On behalf of A PROVIDER

