

**TERMS AND CONDITIONS FOR THE HIRE OF
BANOVALLUM SCHOOL PREMISES 1 SEPTEMBER 2018 – 31 AUGUST 2019**



All terms and conditions set out below must be adhered to. The 'hirer' shall be the person making the application for a letting and this person will be personally responsible for activities conducted, payment of all fees or other sums due in respect of the letting.

Status of the Hirer & Other Responsible Adults

Lettings will not be made to persons under the age of 18 or to any organisation or group known to have an unlawful or extremist background.

The hire agreement is personal to the hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of Banovalalum School to them or of creating any tenancy between Banovalalum School and the hirer. The hirer shall not sub-let the premises to another person.

It is the responsibility of the hirer to ensure that relevant checks, such as those conducted by the Disclosure & Barring Service, are satisfactorily completed and that where appropriate relevant qualifications are held.

Public Safety, Fire & First Aid

The hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for the keeping clear all gangways, passages and exits. The premises fire risk assessment is available for inspection upon request.

In the event of an emergency, occupants must leave Banovalalum School by the nearest exit and proceed to the designated assembly point. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants in their event are aware of evacuation procedures.

It is the hirer's responsibility to make sufficient arrangements for first aid; including provision of adequately trained individuals, the correct ratio of provision and sufficient first aid materials.

It is the hirer's responsibility to undertake and ensure the sufficiency of any risk assessments and subsequent mitigating actions required, in relation to the letting.

Behaviour & Nuisance

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. This shall include due regard for neighbours.

Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Smoking

The whole of Banovalalum School premises, including grounds and car-parks, are non-smoking areas and smoking is not permitted at any time.

Damage, Loss or Injury

The hirer, confirms to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed. The hirer indemnifies Banovalalum School against any claims resulting from their letting (including but not exclusively loss, damage, death or injury) and Banovalalum School will not be responsible for any injury to persons or damage to property arising from a letting.

Furniture & Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of Banovalalum School fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Academy Equipment

This can only be used if requested on the initial application form and if its use is approved by the Headteacher or other delegated staff member. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The hirer is liable for any damage, loss or theft of academy equipment they are using and for the equipment's safe and appropriate use.

Hirer's Equipment

The hirer is responsible for the condition and appropriate use of any equipment brought on to the premises; specifically any equipment must comply with the current regulations/code of practice such as portable electrical appliance tests/certificates of safety. Banovalalum School does not accept any responsibility for equipment belonging to the hirer before, during or after the letting. When the school is in session, equipment may only be delivered to the site in advance of the letting commencement time with prior agreement.

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Extra or Specialist Cleaning

On occasion the school facilities will require extra or specialist cleaning as a result of the hirer's activities. This will be charged at the rate of £7.50 per half hour for the period 1 September 2018 to 31 August 2019.

Toilet Facilities

Access to Banovallum School's toilet facilities is included as part of the hire arrangements.

Food & Drink

It is the hirer's responsibility to ensure that food hygiene regulations are met in respect of provision of food or drink and that health and safety risk assessments are carried out and complied with. When the school kitchen facilities are included within the hire, the hirer must meet the Catering Manager in advance of the letting for a briefing regarding safety. This discussion will include agreement regarding the use of any equipment within the kitchen. All litter must be placed in the bins provided.

Motor Vehicles/Parking Facilities

Subject to availability, parking facilities may be used by the hirer and other adults involved in the letting. Motor vehicles must **not** be taken on to the playing fields.

Licensed Activities

Intoxicating liquor shall not be brought on to, sold or consumed on the premises without the express permission of the Governing Body. Hirers agree to indemnify the Governing Body against any claims in this regard.

The school holds a premises license issued by East Lindsey District Council in accordance with the Licensing Act 2003 which includes plays, films, indoor sporting activities, live music, recorded music, performances of dance, provision of facilities for making music and provision of facilities for dancing. Hirers should ensure that licensing is in place for their planned activities and make adequate arrangements for reporting to relevant bodies as required.

The hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right and shall indemnify Banovallum School against all sums of money which Banovallum School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Heels & Shoes

No stiletto or any type of thin heel is to be worn in the Gym. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Variation of Scales of Charges & Cancellations

The hirer acknowledges that charges given may be increased from time to time as part of the annual review. Where a change is anticipated this will be noted on the booking confirmation by Banovallum School otherwise the fee on the booking confirmation will apply.

Should the need arise for cancellation by Banovallum School, as much notice as possible will be given, however, no compensation will be payable.

Should the hirer choose to cancel a booking, no fee shall be payable providing that 14 days' notice is given. It is the hirer's responsibility to notify any relevant persons of any cancellation.

Security & Site Supervision

The Governors will hire and pay for a person to be responsible for the security and supervision of the premises before and after the hire and for the cleaning of the premises after its use. These costs will be included in the charge for the letting. In the event that a suitable person cannot be employed, the letting may be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body.

Right of Access/Termination

The Governing Body, or delegated staff member, reserves the right of access to the premises during any letting, to monitor activities from time to time and in extreme circumstances to terminate a letting which is deemed to be unsafe or not properly conducted.

Conclusion of the Letting

The hirer shall ensure that the premises are vacated promptly at the end of the letting. It should be noted that the end time of the letting is the time at which the site should be vacated and not the time that activities draw to a close. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.