

BOSLEY SCHOOL HALL HIRING ARRANGEMENTS

OUTLINE OF POLICY

The School Governors are pleased to be able to make the Hall available to others in the community but wish to stress the following principles:-

- 1 The Hall is primarily a School facility and any requirements of the School must always have priority. This could mean that someone wanting to hire the Hall on a regular basis might be asked to forego an occasional date, e.g. for a school evening event.
- 2 Any proposed hiring must be compatible with the ethos of a church supported school and not be in danger of bringing the school into disrepute, e.g. rowdy late parties, thoughtless parking etc.
- 3 Availability for booking cannot be guaranteed and will depend on convenience for caretaking staff who will need to lock up afterwards.
- 4 The cost of providing caretaking staff and the heating, lighting etc of the Hall must not be subsidized by the school budget so the hiring charges must cover the cost.
- 5 The school must not carry any liability for any damage to property or injury to persons as a result of the letting. All hirers are required to have Public Liabilities Insurance up to 5 million pounds.
- 6 Any licences for music, alcohol or entertainment must be the responsibility of the hirer.
- 7 All hirers will be required to sign the hiring conditions attached.

BOSLEY ST MARYS PRIMARY SCHOOL

The Hirer should retain the Hiring Conditions and return the Hiring Application to the Headteacher

SCHOOL PREMISES HIRING AGREEMENT

1. In this Agreement:
 - (a) "the Owners" means the *Governors* of the above-mentioned School.
 - (b) "the Agent" means the *Headteacher*.
 - (c) "the Hirer" means the person signing the application form and in addition any organisation for whom he/she is stated in such form to be acting. The liability under this Agreement of such person and such organisation shall be joint and several.
 - (d) "the School Premises" means the above-mentioned School or any part of it

2. The Hirer shall:
 - 2.1 not permit more than the number of persons stated in the application form to be in the School Premises at any one time.
 - 2.2 not use the School Premises or the relevant part thereof other than for the purposes and at the times stated on the application form.
 - 2.3 accept that this Agreement is personal to the Hirer and any organisation which he/she represents and is not assignable and no other person or organisation shall be permitted to use or share the School Premises under the terms of this Agreement. It constitutes permission only to use the School Premises and confers no tenancy or other right of occupation on the Hirer.
 - 2.4 not permit any animals to be brought onto or kept on the School Premises.
 - 2.5 comply with and observe the School's no-smoking policy on all parts of the School Premises including its grounds (not just in that part of the School Premises hired under this Agreement).
 - 2.6 indemnify and keep the Owners indemnified against all personal injury claims damage to the School Premises and/or damage or loss of any property on the School Premises occurring during or in relation to the hiring or while persons are entering or leaving the School Premises pursuant to the hire however and by whomsoever caused and shall obtain appropriate insurance cover which shall be produced to the Owners and/or the Agent at least 48 hours before the hiring.
 - 2.7 accept that the Owners shall not be responsible for any loss theft or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the School Premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, requirement of the Local Authority or Act of God which may cause the School Premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person using the School Premises during or in relation to the hiring in respect of any such loss, damage or injury.
 - 2.8 accept that the use of the School Premises is in common with the Owners and any other persons authorised by them and the right at any time to enter the School

Premises and remain on the premises during the hiring is reserved to the Owners and the Agent.

- 2.9 shall ensure that at all times good order is kept on the School Premises.
- 2.10 not use school equipment without the Agent's specific consent. Any telephone calls on the school phone must be paid for unless they are genuine emergency calls.
- 2.11 accept that the Owners or the Agent may put a stop to any activity on the School Premises which in their opinion is not properly conducted or which may infringe the Hirer's obligations set out in this Agreement and shall be entitled to cancel the booking whether before or during the hiring without notice or refund of any fees paid.
- 2.12 ensure that no bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School Premises nor shall any articles be affixed thereto.
- 2.13 ensure that no structural alterations whatsoever shall be made to the School Premises.
- 2.14 ensure that no footwear shall be worn which could damage the surface of any floor. Any marks from black shoes must be removed at the end of each hiring/session of use.
- 2.15 leave the School Premises in a clean and orderly state at the end of the hiring or each session of use.
- 2.16 ensure that all property brought onto the School Premises during each hiring is removed on the expiration of the hiring or each session of use. The Owners shall not be responsible for any property left behind and reserve the right to charge extra while it is on the School Premises.
- 2.17 ensure that no slogans, advertisements, flags, emblems or decorations shall be displayed outside the School Premises whether affixed to the same or free standing and the Hirer shall remove any slogan, advertisement, flag, emblem or decoration displayed inside the School Premises if in the opinion of the Agent it shall be unlawful, unseemly, libellous or expose the School Premises to an undue risk of fire or is likely to lead to a disturbance or is otherwise regarded as inappropriate.
- 2.18 ensure that no exits are blocked or chairs or obstructions are placed in corridors or fire appliances are removed or tampered with and the Hirer shall ensure that users of the School Premises are aware of the locations of emergency exits and fire-fighting equipment. The Hirer shall co-operate in fire drills from time to time.
- 2.19 ensure that any lights or other electrical apparatus which shall be connected to the electrical installation in the School Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded. All must be fully electrically tested and comply with the current Electricity at Work Regulations. No unauthorised heating appliances shall be brought onto the School Premises or used in them.
- 2.20 ensure that the playground is not used for parking other than with the specific consent of the Agent.
- 2.21 comply with all conditions attached to any music or dancing licence and any theatre licence for the School Premises. A copy of each such licence may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions and shall indemnify the Owners against all losses costs damages and expenses resulting from any failure to comply with the same.

- 2.22 strictly comply with all legal requirements regarding the sale and consumption of alcoholic liquor the performing of plays and the exhibition of cinematograph films and shall not infringe any copyright subsisting under the Copyright Act 1956. The Owners or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lottery legislation shall similarly be observed without infringement.
- 2.23 ensure that all scenery and costumes used for stage performances and the like are fire-proofed.
- 2.24 if the hiring includes the use of the School kitchen ensure compliance with all such conditions as the Owners or the Agent may prescribe at the time of the hiring.
- 2.25 ensure that nothing shall be done on the School Premises which shall endanger other users or invalidate any insurance cover relating to the School Premises.
- 2.26 ensure that any activities involving children comply with all relevant legislative, local Social Services and OFSTED requirements as are appropriate including the necessity of obtaining CRB disclosure checks on all adults in attendance when children are on the School Premises for the Hirer's activities.
- 2.27 not interfere in any way with existing alarm systems for fire or security including those which may remain activated for other parts of the Building and in the event of any such alarms being triggered (accidentally or otherwise) to indemnify the Owners against any cost or expense arising from emergency attendance by key holders (or emergency services) or any fees incurred for resetting such alarms.
- 2.28 ensure that payment is made by cheque to Bosley St Mary's School Fund, and sent to the Agent 7 days in advance of the hiring. The Hirer will have no right to use the School Premises until full payment is received. In the event of cancellation howsoever caused the question of any refund shall be at the absolute discretion of the Agent.

