



# St Vincent's Catholic Primary School

## Terms and conditions for hiring School facilities for the applicants external to the School Community

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## **GENERAL**

The Governing Body welcomes the use of the School facilities, welcoming groups associated with the community served by the School. That is, parents and guardians of pupils attending the school and staff employed by the school. Hire of school facilities by other parties is likewise welcomed and the requirements for applicants are contained herein this document.

All lettings are subject to the approval of the Governing Body and the Chair will have the right of final approval for lettings. The Governing Body may delegate to the Headteacher the right to approve and manage lettings.

The Governing Body retains the absolute right to refuse any application or to terminate any agreement which they consider unsatisfactory.

No letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

Members of the Governing Body reserve the right to attend and observe any event held on the School premises.

Lettings are conditional on the Hirer signing the Hire Application form and thereby agreeing to these terms and conditions.

When undertaking a Letting agreement, the Governing Body will give due regard to;

- a. The protection of the legitimate rights and interests of the School and our local authority; the London Borough of Barnet.
- b. The purpose of the group represented by the Hirer.
- c. The effect of the letting on the amenities and welfare of local residents.

Preferences for use of the School for lettings will be given in the following order;

- d. The School.
- e. The Parent Teachers Association (PTA).
- f. Local Community Groups.
- g. Previous Hirers in good standing.

## **APPLICATION PROCESS.**

Applicants wishing to hire school facilities must complete the application form (on the school website) and then attend the school, with official photo identification and proof of address (e.g. passport, driving license, utility bill). Documents will be photocopied and retained by the school, until completion of the hire, at which point they will be destroyed. There may be opportunity to view the facilities for hire, but this will be determined by any school activities that may be taking place at the time of the visit.

## **ALCOHOL**

Approval for the sale of alcohol on the premises must be obtained by Headteacher or The Governing Body 28 days in advance from the Local Magistrates' Court and a copy of the license must be supplied to the School at least 7 days prior to the hire.

## **ANIMALS**

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the School premises.

## **CAR PARK**

The parking of cars and other vehicles on School premises is not permitted during hours that the school is open. Outside of school opening hours, parking is permitted in undesignated bays. If the car park is full, double parking is prohibited and vehicles will need to park on the public highway.

Use of the School car park is at the risk of the vehicle owner. The School will not accept liability for any accidents damage or loss incurred.

## **CHARGES AND CANCELLATIONS**

The Hirer acknowledges that the charges are as set out in the hire agreement. The letting may be cancelled by the School or the Hirer, provided that at least 14 days is given. If the Hirer cancels the hire less than 14 days prior to the hire date, then an administration fee will be charged.

The Governing Body will not accept responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer.

## **CLEANING**

The School will ensure that the area to be hired is clean and tidy before the hire commences; the Hirer must leave the area in the same state. Setting up and clearing up times are to be included in the hiring time. It is the responsibility of all Hirers to remove their waste/rubbish from the School site. If the area used by the Hirer requires cleaning and incurs charges for the School, then the Hirer will be liable to pay these extra charges.

## **COMPLAINTS**

Any complaints arising from a hiring agreement will be dealt with using the School's Complaints Policy which is available on the School website.

## **DISCLOSURE BARRING SERVICE (DBS) CHECKS**

It may be necessary for the Hirer to undergo a criminal records check via the Disclosure Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer to ensure that they have complied with the DBS Code of Practice and any relevant London Borough of Barnet Safeguarding Children Board requirements, to establish the requirement for DBS checks. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in accordance with the DBS Code of Practice and report to the School any safeguarding concerns which may arise. The Hirer will be required to provide evidence that DBS checks have been carried out on request.

## **DEPOSIT**

The Hirer will be required to pay a 'cleaning / damage' deposit of £200 prior to the hire. This will be returned within two weeks of the hire if the premises are left in good order.

## **INSURANCE REQUIREMENTS**

All Hirers must be covered for a minimum of £5m public liability and accidental damage insurance and the Hirer must supply a copy of the policy of insurance before the hiring commences.

If a Hirer does not have insurance, the School can provide cover via the London Borough of Barnet, at an additional cost of 10% of the total hiring fee.

The Hirer must not do or permit any act, matter or occurrence that would, or might, constitute an illegal or immoral activity affecting the School premises or which would, or might, invalidate in whole or in part any insurance effected in respect of the premises.

Please note that insurance cover does not apply to the following;

- Political Meetings
- Professional Entertainment of any kind
- Commercial Ventures or business Functions
- Martial Arts Activities
- Injury sustained by a participant in a sporting activity where the injury was caused by another participant

## **LICENSES AND PERMISSIONS**

The Hirer shall be responsible for obtaining any public licenses necessary in connection with the hire and should confirm with the School the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises by applying for a Temporary Event Notice which is available from the London Borough of Barnet.

## **LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, the Hirer's property and effects. It is the responsibility of the Hirer to make their own insurance arrangements, as required.

## **NEIGHBOURS**

The Hirer is responsible for ensuring that the noise level of their activities does not interfere with others within the building, nor to cause inconvenience for nearby residents.

## **PAYMENT**

Payment to be made by bank transfer and to be received by the School 7 days from the date of invoice, and prior to the date of hire. The hire is not confirmed until full payment is received.

## **PUBLIC SAFETY**

All conditions attached to the granting of the license, stage play or other licenses and the School's Health & Safety Policy (available on the School website) shall be strictly observed. Nothing shall be done which will endanger any users of the building, or invalidate the policies of insurance relating to the School site, building and its contents. In particular:

- 1 The Hirer shall be responsible for producing their own Risk Assessments for any activities to be

undertaken on the School site in connection with the hire.

2 Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and egress at all times.

3 Fire-fighting apparatus shall be kept in designated locations and only used as intended.

4 The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher

5 The Hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly point and shall be familiar with the fire-fighting equipment available.

6 Highly flammable substances shall not be brought onto, or used, in any part of the School site. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be used without the consent of the Governing Body.

7 No heating appliances shall be brought onto the on the premises.

8 All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. (PAT testing is not a requirement of electrical equipment less than one-year-old although the School would need to see proof of purchase). The intention to use any electrical equipment must be notified on the hire application form. The Governing Body and the LBB disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

9 Adequate supervision must be provided to maintain order and good conduct and where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times, where these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

#### **SMOKING**

Smoking or vaping are not permitted under any circumstances, in any area of the School premises, including the grounds.

#### **STATUS OF THE HIRER**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. This hire agreement is personal to the Hirer only, and nothing contained herein is intended to have the effect of giving exclusive possession of any part of the School to the Hirer or of creating any tenancy between the School and the Hirer.

#### **STORAGE ANCILLARY TO THE HIRING**

If goods or equipment are required to be left or stored on the premises, this will only with prior permission of the Governing Body.

#### **SUB-LETTING**

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### **THE HIRER'S RESPONSIBILITIES**

1 The Hirer must inform the School of any fault, damage or other problems with the premises or equipment encountered during the hiring.

2 No part of the premises is to be used for other than the purpose requested for the hire.

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

4 Although the School provides a first aid kit, it is the responsibility of the Hirer to make their own first aid arrangements. This includes the provision of first aid training for supervising personnel, particularly in the case of sports lettings, and for any additional equipment identified by their risk assessment for any given activity.

5 Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-

arranged, except by prior agreement and shall be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the 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 reparation required.

6 The hall floor is used by children for physical education and no substance is to be applied to any part of the floor to prepare it for dancing or any other activity. No footwear liable to damage floors may be worn in School buildings. If activities involve outdoor use, participants should ensure that footwear is cleaned before re-entering the building.

7 Fixed and mobile installations in the school hall are not for use by the Hirer. No activities, such as sports shall take place in the school hall that may cause damage to any installation.

8 No food or drink preparation facilities are available for the hire.

9 No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without prior agreement as per the Hire Agreement. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

10 Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries. The Hirer is responsible for ensuring that the requirements of the relevant legislation are strictly observed.

11 During the period of the hire, the main double gates to the street and those from the playground to the care park must be closed (not locked). If you are still waiting for people to arrive and the gates are open, then the hirer must ensure that someone in the group waits at the front gate to deter unauthorised entrants.

12 On completion of the hire event, the Hirer must take representative photographs of the locations used during the hire and email to the school (as directed in the application form), within 24 hours of completion of the hire. This is a requirement for return of your deposit.

End.