

Terms & Conditions for the Hire of the School Premises

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 payment of all fees or other sums due in respect of the letting.

Applications

All Applications

- Must be detailed on the school’s **Initial Application Form (Appendix 1)**.
- Will be considered by the School in accordance with the **School Letting’s Policy**
- May be refused by the School in its absolute discretion. The School is not obliged to give reason for such refusal.
- Once agreed should be returned with a signed copy of the **School Letting Agreement (Appendix 2)** and accompanied by a deposit of 50% of the total lettings cost for Individual Lettings or 25% of the total lettings cost for a Series of Lettings.

Priority of Use and Access

- The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Finance and Premises Committee may monitor activities from time to time.
- The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to School functions.
- The Hirer shall not use the premises for any purpose other than that described on the Application Form and shall provide all the information requested therein. The accommodation shall only be used for the purposes stated on the application and within the hours agreed in the lettings contract. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
- The responsibility of making sure the accommodation is suitable for the needs of all users, is the responsibility of the hirer and not the School.
- The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. The Hirer shall not sub-let the premises to another person.
- Subject to availability, car parking facilities may be used by the Hirer and other adults involved in the letting. The Hirer will include this in the Application Form. The School will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the School site. Parking is made available only on the basis that it is at the vehicle owner’s risk. The hirer is asked to arrange for users to park in designated spaces only.

Status of the Hirer & Safeguarding of Children & Young People

- Lettings will not be made to persons under the age of 18, or to any organisation or group with 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 the School to them or of creating any tenancy between the School and the Hirer.

- The Hirer must give their details with the agreement in their name, with their permanent private address (for individual lettings) or (for organisation/ company/ charity lettings) named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.
- Persons may have to undergo, at the discretion of the Governing Body, a Disclosure and Barring Service (DBS) check. If a particular letting involves contact with children and vulnerable adults, all personnel involved must be checked in accordance with the Department for Education (DfE) guidance and LBH Local Children Safeguarding Board guidance.
- It is the responsibility of the Hirer to ensure adequate supervision, ratios and up to date and adequate DBS checks. Full details must be provided to the School both on the Lettings Application Form and on any risk assessments provided prior to the Letting.
- The Hirer will provide original DBS Certificates to the School, in addition to contact details (including all emergency contacts), changes in staffing, responsibilities and absence records for the Hiring activity.
- Hirers must be competent to provide their activity, e.g. instructors / supervisors / coaches, should hold appropriate valid and up-to-date qualifications issued by relevant national governing bodies or through relevant memberships. All copies of relevant qualifications of national standards should be provided to the School prior to the Letting.
- The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. Bookings must not exceed the agreed maximum number of people.

Policies

- The Hirer will have access and adhere to School policies e.g. Lettings, Complaints, Equality, Child Protection and Safeguarding, Health & Safety. All policies can be found on www.fhi.hounslow.sch.uk/policies Hardcopies are available on request.

Charges

- Hire charges are reviewed annually by the Finance and Premises Committee, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

Cancellations

By the Hirer:

- Cancellations should be made in writing at least 14 days before the proposed letting, otherwise the Hirer will still be liable for the standard charges.
- In the event of a cancellation being made at the appropriate time, the School will credit the Hirer for a fee booking the following term, if applicable, or refund the fee if no further bookings are required.



By the School:

- The School reserves the right at its absolute discretion to cancel any Letting.
- If the School finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 14 days, and where possible, alternative accommodation will be offered. If this is not possible, a refund will be made.
- The Governing Body will not accept any 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/water supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.
- Where a Letting is cancelled due to breach of these Terms and Conditions, or due to safety or well-being concerns for the participants of the Letting activity the School may reserve the right to offer a refund.
- The LA and the School will accept no liability in respect of the commitments incurred by the Hirer due to such cancellations.

Behaviour Onsite and Online

- The Hirer shall be responsible for ensuring adequate supervision and the preservation of good order for the full duration of the letting and until the premises are vacated.
- The Hirer shall not cause any damage to the School property or buildings or cause any noise disturbance to neighbouring residents.
- Any damages will be chargeable at the cost to replace.
- The Hirer shall ensure that it preserves the outstanding reputation of the school and will not use the school's name online or in any social media platform without the express permission of the school.

Conclusion of the Letting / Contract termination

- The Hirer shall, at the end of the hire period, leave the accommodation in the condition that it was found, all equipment being returned to the correct place of storage.
- If this condition is not adhered to, an additional cost, appropriate to any loss or damage will be charged.

Copyright or Performing Rights

- The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.
- A public entertainments licence may be required where a function is open to the public. Advice is to be obtained from Local Authority in cases of doubt. The cost of obtaining any entertainments licence is to be met by the hirer.



- Schools are responsible for the management and documentation records of licenses held for the Performing Rights Society (PRS) & Phonographic Performance Limited (PPL).

Health and Safety

- The hirer shall comply in all respects with the requirements of all statutory authorities including the directions issued by the School and with the provisions of the Health and Safety at Work Act (1974) and associated regulations, including the Management of Health and Safety at Work Regulations, the Children and Young Persons Act (1933) and all other statutory instruments or regulations made which affect or govern the type of function being held at the premises.
- Commercial enterprises with 5 or more employees will be expected to provide a copy of their Health and Safety Policy
- The Hirer is responsible for the Health and Safety issues, not the School.
- A risk assessment must be conducted for each hiring/ activity by the Hirer and copies should be provided to the School prior to the Lettings taking place. A **Risk Assessment Template (Appendix 4)** can be provided if a risk assessment has not already been completed.
- The School will be responsible for communicating arrangements for out of hours, School closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. Risk assessments are to address the risk to safety and health within the school premises.
- The School will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements.
- The School is responsible for annual checks of fire equipment and displaying arrangements for fire safety.
- It shall be the responsibility of the hirer to familiarise themselves with the location of all entrances and exits to and from the premises including all fire and emergency exits and the location of any fire-fighting equipment in advance of the actual hiring. The fire assembly points are included the map on the policy. Once completed the hirer takes responsibility for briefing other users associated with the hiring. Fire appliances must not be moved, removed or tampered with other than for firefighting purposes.
- The Hirer shall ensure that all entrances and exits are free from obstruction and can be safely used and there are no obvious fire hazards on the premises.
- The hirer shall be required to take any precautions necessary to ensure the safety of those attending the function, including ensuring that means of escape from fire are not blocked or impeded.
- No unauthorised heating, lighting or other electrical appliances not specified on the Letting Agreement shall be used on the premises.
- No highly flammable substances shall be brought into, or used, in any part of the premises. Any type of fire or BBQ is strictly prohibited.
- The Hirer is responsible for ensuring that adequate adult supervision is in place, adhering to legal ratios where the majority of attendees are children. The ratio and rationale behind it should be explained in the risk assessment.
- The Hirer must ensure they have a working, charged mobile phone, so that emergency services can be contacted in emergency situations. The Site



Manager or Assistant Caretaker will be named contacts during the letting and must be contacted in any emergency / potential emergency.

In the event of an incident, fire or near miss

- Where during the period of hire any person on the premises sustains any loss, damage or injury the hirer shall provide full details in writing to the Headteacher within 24 hours, or as soon as practicable thereafter, of any such loss, damage or injury and shall supply an further information in relation thereto as may reasonably be requested.
- The School will follow-up to ensure that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.

Damage, Loss or Injury

- 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. The hirer should adequately supervise the letting, and be responsible for any consequences arising from the event, and liability insurance is therefore recommended.
- For **Individual (one-off) Lettings** Public Liability insurance may not be required. However, 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. The hirer should adequately supervise the letting, and be responsible for any consequences arising from the event, and liability insurance is therefore recommended. The Hirer will be responsible for any loss or damage to the school building or its contents. Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.
- For **Community / Commercial Lettings** the Hirer warrants 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 minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.
- To the maximum extent permitted by law the School, and the Local Authority, shall not accept responsibility or liability in respect of any loss, theft, or damage of or to any goods or property of the Hirer or for any injury to persons arising out of the letting of the premises.

Furniture and 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 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.



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

Electrical Equipment

- Any electrical equipment brought by the Hirer onto the School site MUST comply with Electrical Safety at Work Regulations 1989.
- The intention to use any electrical equipment must be notified on the Letting Application.
- The School reserves the right to inspect (and levy any additional charges for so doing) and remove any equipment found to be faulty and or unsafe or dangerous.

First Aid Facilities

- It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Schools resources is not available. Appropriate training will be checked.
- The Hirer shall have their own accident reporting procedures.

Food, Smoking, Drink & Drugs

- No food or drink may be prepared or consumed on the property without the direct permission of the School, in line with current food hygiene regulations.
- All litter must be placed in the bins provided.
- No alcohol / unlawful drugs shall be brought on to or consumed/ used on the premises, including the external areas or outside the school gates.
- The whole of the School premises including the external areas and outside the school gates are non-smoking areas, and smoking is not permitted.

School Equipment

- This can only be used if requested on the initial application form, and if its use is approved by the School.
- 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 School equipment they are using, and for the equipment's safe and appropriate use.

Security

- The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will 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 of the School.



Vacation of Premises

- The Hirer shall ensure that the premises are vacated promptly at the end of the letting and contact the Site Manager/Assistant Caretaker on their mobile phone if earlier than planned.
- The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.
- In the event of an emergency, occupants must leave the School by the nearest exit and assemble on the car park. The Hirer must have immediate access to participants' emergency contact details, and must use their mobile phone to contact in the event of an emergency.
- Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Leaving of Premises/ Trips/ Transportation of Young People

- The Hirer must make arrangements for uncollected children, and any permission from parents on arrangements for being taken off premises (and emergency contacts).
- The Hirer is also responsible for transportation arrangements, transport safety checks, DBS checks of volunteers, appropriate adult : child ratios and supervision arrangements.
- Whilst transportation arrangements between establishments are the responsibility of the Hirer, the School may wish to monitor the effectiveness of arrangements.
- Risk assessments must also be completed by the Hirer when taking young people off the premises and transporting them between premises.
- The Hirer is responsible for ensuring that young people's normal means of travel are effective, after School hours, e.g. valid bus passes.

Promotional Literature/Newsletters

- A draft copy of any information to be distributed to participants or through the School must be sanctioned by the School 7 days prior to distribution by the Hirer.

Right of Access / Quality of Service

- The Governing Body reserves the right of access to the premises for authorised personnel during the letting for emergency or monitoring purposes.
- The School has the right to monitor the activities from time to time to ensure quality of service/ activity operating from the premises, and ask the Hirer to provide data on the number and type of users, in relation to the Local Authorities monitoring of the Children & Young Peoples Plan and borough-wide priorities.