



Conditions of Hire

St Joseph's Catholic Primary School

1. Use of School Premises

- Use of the School premises during the period of hire shall be confined to the use or uses identified in the Hiring Agreement.
- The School premises will, as a general rule, close no later than 6.15pm. A Hirer who wishes to extend this period, will need to have agreed this in writing in advance with the School. Depending on the circumstances of the additional time, additional charges for staffing may be required.
- The premises will be supervised by the Hirer throughout the letting, including the staff car park, with the gates either being supervised or locked to prevent intrusion.

2. Hire Charges

- Payment must be made in advance for termly, one-off and occasional lettings; the full fee will be due 14 days in advance of the letting. A deposit of £100 may be required for one off hire.
- The deposit will be refunded provided conditions of hire are complied with. The School will guarantee to inspect all areas as soon as practically possible and will treat all issues fairly and without prejudice. The final decision regarding any deductions from the deposit rests with the Headteacher.
- Regular lettings must commit to an entire term. The agreed number of hires will be charged in full. Missed sessions will still be chargeable at the normal rate. Any additional catch-up sessions, which must be agreed with the School in advance and are subject to availability of the premises, will incur an additional charge.

3. Cancellation Charges

- Cancellation of bookings must be received by the School not less than 10 working days in advance of the date of hire.
- Cancellations received less than 7 working days before hiring will forfeit the hiring costs in full.
- The School governors reserve the right to cancel any booking without prior warning or to vary these conditions or the hours of the booking. Notice will be provided well in advance, unless an urgent issue has occurred. If the issue causes the activity booked to be cancelled, the School will only be liable for the refund of the booking fee and is not responsible for any other charge incurred as a result.

4. Preparation and Cleanliness

- The Hirer is responsible for setting up the room/space and for returning the setting to its original state, including putting all equipment back in its original place before departure.
- The Hirer is required to leave the premises in a clean and tidy condition, having removed all rubbish before leaving the premises.
- In the event that tidying and/or cleaning has not been properly completed, requiring it to be undertaken by the Caretaker or another member of staff, a charge will be made, deductible from any deposit if relevant.
- The Hirer must close all windows and external doors and gates related to the booking before leaving the premises. Failure to do so could leave the hirer open to liability should a security incident occur that was directly attributed.
- Setting up and tidying up at the end must be included in the hours of hire.

5. Damage and Breakages to School Property

- Breakages must be reported to the School site team within 4 hours of the incident. This should be done via email to site@stjosephsredhill.co.uk so that the site team can assess any damage before it negatively affects any persons on site and can take appropriate action should the issue cause a security incident.

- Hirers must indemnify the School governors for any damage, however caused, arising during or in respect of the session.
- The Hirer shall take all reasonable precautions to ensure and safeguard the safety of persons and School property by the provision of adequate supervision and control at all times.

6. Noise and Public Order

- Hirers using amplified music are required to keep the volume to an acceptable level to avoid causing nuisance to neighbours or other users of the School premises.
- All amplified music must cease by 6pm unless explicitly agreed in advance during the hirings process.
- Hirers are requested to keep all necessary noise down to a minimum when leaving the premises and to encourage all visitors to be respectful of our neighbours at all times.
- Particularly bearing in mind that the Premises are part of the Diocesan School property for which proper respect is demanded, the Hirer will, without question, comply with the requirements of the School for the purpose of ensuring public order and decency. The Hirer shall be responsible for ensuring that in all cases conduct shall be decent, sober and orderly and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented therein.

7. Indemnification

- The use of the School premises is entirely at the risk of the Hirer. The Hirers shall indemnify the School, its governors and Diocese against all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the School arising from or in consequence of the non-observance or non-performance of any of these conditions or any act, neglect, default or omission of the Hirer, his agents or servants, and all claims, demands, actions or proceedings in respect of the death or injury howsoever and by whomsoever caused of or to any person which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises or its environs during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.
- The School governors are not responsible for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or act of God, which may cause the hired premises to be temporarily closed or the hiring interrupted or cancelled. The Hirer shall indemnify the School governors and Diocese against any claim, which may arise out of the hiring in respect of any such loss, damage or injury.
- The Hirer shall adequately insure with an Insurance Company approved by the School governors against the foregoing and produce evidence prior to the commencement of the Hire Agreement.

8. Expiration of Hire

- Should the Hirer or his/her agents, servants or licensees remain on the Premises after expiration of the period of hiring for any reason whatsoever, he/she will be liable to be charged the full cost of any additional expenditure incurred by the School as a result. Staffing Time not previously agreed will be charged for each full hour, regardless of the additional time incurred during that hourly period. The charge for each member of staff will be equivalent of 1.5 times the hourly rate of the member of staff and will either be recouped through deduction from your deposit on a one-off booking or paid prior to the next booked slot.

9. Sub Letting

- The Hiring Agreement is personal to the Hirer and the Hirer shall not assign the benefit or interest he/she may have in the premises or sub-let or share possession of any part of the premises under any circumstances. If found in breach of this then all future bookings, where applicable, will be cancelled and all payment forfeited.

10. Health and Safety

- Use of any area or equipment not agreed in advance as part of the let is prohibited and will constitute a breach of these conditions of hire.
- Smoking is prohibited by law anywhere on the School site including in the playground and car park.
- It is the responsibility of the Hirer to observe all regulations, rules and conditions of licensing that pertain to issues of health and safety, including appropriate staffing levels for the number of people involved.
- The Hirer shall not bring or permit any other person or agent to bring articles of an inflammable or explosive nature, which could cause damage or injury, onto the Premises (or any article producing offensive smell, or any oil, electric or gas or other engine).
- No additional cooking facilities may be brought into the building by the Hirer or by any person on their behalf.
- The use of smoke machines is prohibited.
- All seats are to be arranged with sufficient gangways to afford proper means of exit and all passages and exits must be kept free from obstruction.
- Caterers, contractors and persons employed by the Hirer to supply refreshments will be required to observe all hygiene regulations and other such reasonable requirements of the Chief Environmental Health Officer.
- The Hirer should, as far as possible, have an accurate list of those present.
- Those in attendance during the sessions shall not exceed the numbers stated on the Hiring Agreement. The School, its governors or the Diocese shall not be held liable for any issues caused by overcrowding an area.
- The Hirer must familiarise themselves with the procedures in the case of fire and/or evacuation for the relevant area. Notices are displayed throughout the premises.
- No dogs or other animals will be permitted on the Premises, except for Guide Dogs (with the agreement of the School).
- All footwear should be clean and appropriate for its intended use prior to entry to the building. Non-marking soles must be worn at all times.
- No wax, or powder shall be placed on the floors.
- The award of live animals as prizes is prohibited.
- Electrical equipment, other than that belonging to the School, must be tested in accordance with current regulations and the Hirer must be able to provide an appropriate Portable Appliance Testing (PAT) certificate, if requested.
- Hirers are responsible for the provision of First Aid Supplies and their administration. Hirers should be able to provide a means of communication available to themselves at all times in case of an incident such as a power cut where the School cannot provide communication.
- The Hirer must immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- Hirers should provide the School with all relevant contact details as well as contact details of a nominated contact for each lead person to be onsite in case of a medical emergency.
- The Hirer is responsible for taking reasonable steps to ensure the health and safety of those present during the period of hire.

11. Sale of Alcohol

- No alcohol will be brought onto or consumed on the premises except at a function organised by a body or bodies which the School Governors, Headteacher or School Business Manager have approved. Where a licence for the sale of alcohol is necessary for a function, the responsibility for obtaining such a licence is solely the Hirer's. No alcohol is to be stored on the premises when pupils are in School.

12. Security of Personal Property

- The School, its Governors and the Diocese accept no responsibility for any loss or damage to articles or equipment left upon the premises.
- Property used in connection with any hiring shall not be left upon the premises after the hiring. The School shall be entitled to dispose of any property left on the premises as they see fit.
- The School Governors will accept no responsibility for such property, and the Hirer shall be responsible for any costs or expenses incurred in the removal or storage or disposal of such property.

13. Wall Hangings and Decorations

- The Hirer shall not attach to the walls and ceilings anywhere in the premises any decorations of a permanent or semi-permanent nature or attachments without the permission of the School governors. If any damage is caused as a result of wall hangings and/or decorations, a charge will be made or an allowance for repair will be deducted from the deposit.

14. Licensing

Performing Rights Licensing

- The School Governors are not authorised to permit the use of copyright material in functions for which the premises are let. The organisers of functions on the premises must arrange directly with the Performing Rights Society and Phonographic Performance Ltd. for all licences required for use of copyright material and undertake to indemnify the School in respect of any claim made under copyright law.

Film Shows

- No film shall be shown unless the consent of the School Governors is first obtained. The Hirer shall comply where applicable, with the requirements of the Cinematograph Act. (The premises are not licensed under the Act.)

Bingo, Gaming, Licence Duty

- The playing of Bingo, or other forms of permitted gambling must conform to all statutory and other current gaming regulations and requirements. Failure to adhere strictly, immediately terminates the Hiring Agreement with the School Governors. Current regulations are available from HM Customs and Excise.

Public Entertainment Licence

- The School governors do not hold a Public Entertainment Licence for the premises. Public entertainment is prohibited.

15. Right of Entry

- The School Governors or site team of the School reserve the right of entry to the premises any time during the hiring. We also reserve the right to refuse admission or to ask any person to leave the premises without stating any reason therefore.

16. The Children Act

- The Hirer must comply with the rules, regulations and conditions as set out in the Children Act.

17. Failure to Comply

- The School Governors reserve the right to terminate any hirings immediately in the event of the Hirer failing to observe or perform any of the conditions or regulations herein contained and the School Governors may retain the hiring fee and any other charges paid by the Hirer.

18. Modification of Conditions

- The School Governors reserve the right to modify or vary any of these conditions or regulations or to impose special conditions where in their opinion the nature of the application demands.

19. Loss of Use of Premises through unforeseen circumstances.

- The School, its Governors and the Diocese will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, force majeure, strike, disease, lock out or any other cause beyond the control of the School. The decision of the School as to whether or not the accommodation is available within the meaning of this condition shall be final and binding on the Hirer.

20. Publicity and Marketing

- The publicity and marketing of any dance, concert and entertainment shall be the full responsibility of the Hirer. For events run on behalf of the School, or for the benefit of the School community, promotion may be made by the School via official channels, however the School accepts no responsibility for any errors or omissions related to its promotion of the event. All marketing material should be provided to the School electronically and in advance in order to ensure maximum exposure. The use of any logos by the School on your behalf in no way constitutes any affiliation with the company, nor any explicit recommendation or endorsement of the hirer or its company/event.

21. Cancellation of an Event

- The Hirer is responsible for running and staging of the event within the terms of this Hiring Agreement. The School Governors will be under no liability to any third party resulting from the cancellation or alternation of the event or any other matters that are the responsibility of the Hirer. The Hirer will indemnify the School Governors and Diocese against such liabilities.