



## TERMS AND CONDITIONS OF LETTINGS

### 1. Interpretation

In this contract the following words have the following meanings:

**“the Rooms”** means the room or rooms which are being hired and any facilities mentioned in the schedule.

**“the Hirer”** means the nominated and named person who signs this Contract (and includes any agent or person acting on behalf of the Hirer)

**“the organisation”** here the named organisation with a membership and/or affiliation is also named in this Contract as the Hirer. That organisation shall also be considered the Hirer and shall be jointly and severally liable with the person who signs this Contract.

**“the social group”** here the group or body of persons with no membership or affiliation. The group nominates a designated lead person who is the controlling mind and also named in this Contract as the Hirer.

**“the School”** means Beckfoot Phoenix Primary Special School.

Where the School consent or agreement is needed, or where the School are to be informed of any matter, the Hirer should contact school office in writing at the address of the school marking the envelope “urgent lettings” or by email to [office@beckfootphoenix.org](mailto:office@beckfootphoenix.org).

### 2. Letting

- i) Application to the school for any use of school premises may initially be by email [office@beckfootphoenix.org](mailto:office@beckfootphoenix.org) or by telephone via 01535 607038.
- ii) A Letting will only be confirmed upon receipt of a completed booking form and after evidence of any health and safety certificates and/or insurance policies (as appropriate) have been seen and accepted by the school
- iii) The school reserves the right to refuse any Use application.
- iv) The school reserves the right to ask for references

### 3. Lettings Relationship

By agreeing to these terms and conditions the Hirer is acknowledging that Beckfoot Phoenix Primary Special School is the event hosts and not the event organisers.

The Hirer must ensure that a member of the Organisation or Social Group will be present on the premises at all times during the period of use.

### 4. Cancellation

In the event that Beckfoot Phoenix Primary Special has to cancel the Letting the Hirer will be informed as soon as possible.

The school may in their absolute discretion cancel the hiring of the Rooms and facilities on any or all of the dates for which they are hired, for any reason including, but not limited to, the following reasons:

- i) use of facilities by the school for school events
- ii) the school deciding to enter into a transfer of control agreement
- iii) repairs or alterations being carried out
- iv) school closure (permanent or temporary)
- v) the premises being required for the school purposes or for an election or other public purposes
- vi) fire, flood, epidemic or other emergency
- vii) industrial dispute affecting the school
- viii) the receipt of a direction from the local education authority or its agent
- ix) breach of any of the provisions, terms or conditions of this contract by the Hirer

- x) if in the opinion of the school, the financial position of the Hirer has become untenable e.g. the bankruptcy of an individual; or a company, entering into liquidation
- xi) likely or actual breach of the peace
- xii) any use or proposed use of the room, which is considered unsuitable

If the school cancel the hiring for any of the reasons set out at ii) – vii) above, the Hirer may claim repayment of any hire charge already paid, but in all other cases the school may retain the payment.

The Hirer may cancel the letting by giving 28 days notice at no cost. If less than 28 days notice is received payment is due unless the venue can be re-let, or if at the discretion of the School the session(s) can be rearranged.

#### **5. Assignment of the Contract**

This Contract is attributed to the Hirer acting on behalf of their relevant organisation or “social” group. The Hirer must not assign the Contract or sub let the venue to any other named Hirer or organisation. The Hirer will, within reason, not exceed the agreed number of participants on any one occasion. Please contact the school if you anticipate any chance of numbers or circumstances to ensure the facilities meet your requirements.

#### **6. Admission**

The Hirer must not admit to any of the Rooms a greater number of persons than the number specified as the maximum occupancy for that Room or facility. Where a maximum occupancy is not specified, the Hirer must not allow the Rooms to become overcrowded.

The School shall have the right to enter any of the Rooms at any time, and/or to refuse to admit or readmit any person to the Rooms.

#### **7. Times of Hire**

The times agreed for the hire of the Rooms and/or facilities must be strictly adhered to. If they are not, the School reserve the right: -

- i) to cancel the right to use the Rooms and/or facilities on any future date and retain payments made, and
- ii) to charge the Hirer for the additional time the Rooms or facilities are used (1 hour minimum) at the rate per hour calculated according to the agreement, plus any additional costs incurred. Each part of one hour shall be charged as a full hour.

#### **8. Condition**

The Hirer shall keep the Rooms clean and tidy and clear of rubbish and shall leave the same in a clean and tidy condition at the conclusion of each period of hire. Classroom displays and equipment should not be moved. Please alert the school if any issues arise.

#### **9. Keeping Order etc.**

The Hirer is responsible for the preservation of good order at all times during the hiring and in addition, will not cause or permit any unlawful or dangerous act.

#### **10. Gangways, Exits and Fire Precautions**

The Hirer will ensure that all gangways staircases and passages leading to or from the Rooms are kept free from chairs and / or other obstructions (whether permanent or temporary).

All Fire Hydrants, hoses and fire appliances shall be kept ready for immediate use and nothing shall be placed so as to interfere with or obstruct free use of them.

All exit doors shall be left unlocked and unobstructed and immediately available for exit during the whole of such time as the Rooms are in use.

The User accepts that they should familiarise themselves with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of fire should also be studied and the information disseminated.

All safety regulations must be adhered to, e.g. fire exits must not be blocked and the User is responsible for ensuring that nothing provided in the interests of health, safety or welfare is interfered with in any way.

**11. Provision for Children**

Where schools facilities are let to community groups or organisations, which involve those under the age of 18, the group or organisation must ensure that relevant safeguarding checks are carried out for the organisations' employees and volunteers e.g. DBS/Disqualification by Association checks and relevant training provided. Groups and organisations will be required to confirm by signing Facility Booking Form.

All clubs/hirers of school facilities which involve children must ensure that all coaches/staff and volunteers involved in the activities have an appropriate level of DBS check and have Child Protection and Safeguarding policies and procedures in place in regard to current national guidance e.g. Keeping Children Safe in Education.

Failure to comply with these terms will result in the booking being cancelled.

**12. Provision of First Aid**

The Health and Safety (First-Aid) Regulations 1981 do not require employers to provide first aid for members of the public.

At events such as sessions and concerts, it is the event organiser's responsibility to ensure the availability of medical, ambulance and first-aid assistance as appropriate for all those involved.

The School is responsible for the provision of appropriate first-aid equipment, facilities and first-aid personnel in respect of their employees – this includes schools, as they are workplaces. Although the Regulations do not require employers to provide first aid for anyone else, HSE strongly encourages employers to consider non-employees when carrying out their first-aid needs assessment and to make provision for them.

Hirer's should have appropriate first aid and accident procedures in place.

**13. Furniture and Fittings**

The Hirer shall not without first obtaining written consent:-

1. bring into the school any furniture, curtains, fittings, temporary structures, scenery or inflammable materials
2. move any school furniture
3. decorate or change the fabric of the rooms in any way whatsoever
4. exhibit any advertisements inside or outside the School
5. carry out or permit any works to any parts of the School to be carried out
6. cause any nails, screws, or similar items to be driven into walls, floor or ceiling of any of the Rooms or into any furniture fixture or fittings
7. remove or alter any electrical wiring or fitting or fix or place any new electrical wiring or fitting
8. use school equipment without approval and only after training by school staff and that any use of the User's equipment will only be carried out by competent personnel.

**14. Contracts/Licences**

It is the sole responsibility of the Hirer to ensure that all functions or activities are permissible and to obtain or ensure that all necessary licences and contracts have been obtained and any conditions observed. The Hirer must obtain the prior written consent of the School before making any applications for any contract(s). Alcohol is not permitted on school premises.

It shall be the sole responsibility of the Hirer to pay any Royalties and other fees (including all payments to the Performing Rights Society Limited and Phonographic Performance Limited), becoming due as a result of the use of the Rooms by the Hirer.

Users must arrange for adequate supervision at each event.

The User is responsible for maintaining a record of persons attending the session, (including spectators).

In the event of an evacuation the user is responsible for ensuring all their party (including spectators) evacuate & meet at the assembly point in front of the reception.

## **15. Large Events - Large events can be organised by invitation only**

- 15.1** If the Hirer hosts an event and invites other clubs and/or individuals that would be acceptable as Beckfoot Phoenix Primary Special School would expect the notion of an invitation to give us a perspective on numbers of attendees and their interest.

The Hirer must meet with school 4 weeks prior to the event, during work hours (9am to 5pm)

- 15.2** **The hosting of events 'open to the general public' is however strictly forbidden.** The School recognises that it is impossible to be certain who and how many people will attend. It is therefore impossible to be certain we comply with necessary legislation and appropriate building security systems.

This principle also applies to community group fund raising events which cannot be devised if they rely on an 'open to the general public' principle.

- 15.3** **The hosting of events where fundraising involves profit for traders is also strictly forbidden.** The concern here relates to organisers taking a levy and the traders also taking a potential profit.

Fund raising ideas must be devised that provide return only for the event organiser.

## **16. Films, Exhibitions, and Plays**

The Hirer shall give details to the School of all films, plays, performances and exhibitions intended to be shown or performed in the Rooms at least seven days before the date on which the films or plays, performances or exhibitions are to be shown or performed. The School reserve the right without liability to prohibit the showing of any film, play, performance or exhibitions if in their opinion it is unsuitable for exhibition in the Rooms.

If stage or spotlights are required (if available) an extra charge may be made and any operation of the spotlights and dimmers must only be carried out by a competent person.

## **17. Reproduction of Broadcasting, Photography etc**

The Hirer shall not use or allow the Rooms to be used for any film, radio, or television production and shall not without the written consent of the School, by any means transmit or permit transmission of any entertainment, exhibition meeting, performance, event or happening of any kind in or from the School.

## **18. Cloak/Changing Rooms**

Use of cloak/changing rooms is entirely at the Hirer's risk and the School shall not be liable for any loss or damage however incurred arising from the use of the cloakroom, and the Hirer shall indemnify the School in respect of all costs and claims arising from the use of cloakrooms.

## **19. Catering**

Where applicable and an agreement is in place, all catering on the school site will be provided by Beckfoot Phoenix Primary Special School unless prior exclusions have been agreed. Alternative caterers may be used for activities outside of normal school hours where the service would be direct, i.e. does not require use of the kitchens by prior agreement.

## **19.1 Alcohol**

The sale of alcohol is strictly forbidden at any events held on the school grounds and buildings.

The School consider events in school can take place without alcohol being a significant part of the activity. In practice this means:

- No glass of wine as part of the ticket price for entry

- No cash bar run by event organisers
- No bars hired in to support events
- No alcohol bought to the event by attendees

## **20. Sale of Goods**

The Hirer shall not without the previous written consent of the School sell or exchange or permit the sale or exchange in the School of any goods of any kind, save for materials, programmes, or brochures relating to the function for which the Rooms or facilities have been hired.

## **21. Damage**

The Hirer shall be responsible for any damage done to the Rooms and access ways, and any furniture, equipment, fixtures and fittings and any property of the School during the time the Rooms or facilities are hired. If any damage does result or if any items owned by the School or the School are lost or subsequently found to be missing, the expense of making good, repairing or replacing the article shall be paid by the Hirer to the School on demand.

All lettings are advised to check the facilities and equipment before the commencement of their activity if they are concerned with any aspects and report it to the school office.

## **22. Property**

The School will not be responsible for the safe custody or for loss or damage, however caused, to any property of the Hirer or of any other person on the School premises, arising directly or indirectly from the Hire of the Rooms or facilities.

The Hirer shall at the conclusion of each period of hire remove all property brought on the School premises by the Hirer or any other person on his behalf from the School premises unless the prior written consent of the School to store such property is obtained. Any such property that has not been removed after a reasonable time has elapsed after the Hirer has been advised to remove the property may be disposed of as the School think fit.

## **23. Equipment**

**The Hirer shall ensure that any equipment used in connection with such provision is safe, free from defects, and suitable for the purpose for which it is being used.**

The Hirer shall ensure that all equipment mentioned in the Schedule is used correctly and the Hirer shall pay to the School the replacement cost of any equipment which is lost or made incapable of efficient use and the Hirer will indemnify the School in respect of all costs and claims arising out of the Hirers negligent or misuse of equipment.

## **24. Declaration of Risk**

In the event of any claim being made by any person or persons in respect of

- death personal injury damage
- loss to any property arising from or in connection with the hiring
- any breach of any legal requirement on School premises during the time the premises are hired to the Hirer,
- for any purpose connected with any event for which the Rooms or facilities were hired by the Hirer,

The Hirer shall be solely responsible to the extent permitted by law, and shall indemnify the School in respect of all claims, except that the Hirer shall not be responsible for any damage or loss caused by the act neglect or default of the School.

## **25. Insurance**

The Hirer shall take out to the satisfaction of the School appropriate insurance cover in respect of their own legal liabilities arising out of and in connection with this hiring and produce the said insurance to the School who should retain a copy. No hiring shall take place unless such insurance is satisfactory to the School.



It is a requirement that all organisations have an up-to-date Public Liability Insurance Certificate and an Employer's Liability Certificate if employing staff. Copies must be provided with this booking form.

Third party insurance cover to be taken out prior to the Period of Hiring to meet any claim action or liability including death and personal injury brought by an individual using the School or any part thereof under this agreement or any dependent of such a person. Such insurance may be limited to £2,000,000 for loss or damage.

If a copy of the above certificate is not received at least 3 days prior to the Licence Period the School reserves the right to cancel the booking (without Liability to the Hirer) if the insurance cover in operation is inadequate.

**26. Right of Appeal**

Please note if the school make the decision to cancel your booking, an appeal can be made.

**27. Amendment to Contract**

Any changes to these Terms and Conditions will be sent in writing and will form the basis of a new Contract.

**28. Payment:**

*Payment by invoice* is preferable and is the default position for the majority of customers.

Where the School agrees to this, invoices will be raised in the first week of the period of hire and payment will be due within 28 days. Where payment is not received by the due date a reminder will be issued and continued non payment can lead to the facilities being withdrawn. The trust reserves the right to alter payment terms to reflect the payment history of the customer.