

CONDITIONS OF HIRE OF SCHOOL PREMISES

BOOKINGS AND CHARGES

1. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.
2. All charges may be required to be paid at the time of booking, and no booking will be accepted later than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises.
3. The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage, in accordance with Condition 10.
4. The right is reserved to cancel any hiring without notice where the Governing Board of the school considers it necessary to do so: -
 - a) in consequence or any outbreak or prevalence of infectious disease;
 - b) for any other cause outside its control;
 - c) where the Governing Board of the school reasonably believes that an act is likely to be done in/on the premises which will contravene the Race Relations Act 1976 or prejudice the performance by the School of its obligation under the Act to secure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither the School nor any Body responsible for the management of the school shall be held liable or required to pay compensation for any loss sustained as a result of, or in any way out of, the cancellation of the hiring.

5. Hirers will be allowed to cancel or postpone a booking on condition that:
 - (i) 14 or more days' notice is given, half fees will be payable,
 - (ii) if less than 14 days' notice, full fees will be payable

In either case, the fee may be waived if the room is re-booked or in exceptional circumstances, the final decision rests with Governing Board.

6. The right is reserved to refuse to grant a hiring without giving a reason.
7. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by general or special approval of the Governing Board and subject to any necessary licence having been obtained by the Hirer.
8. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to waiver such fees.

9. Neither the School nor Governors shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the School or Governors, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the School, Governors and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
10. The Hirer shall make good any damage to the property of the School which can be attributed to his use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
11. In the event of any such damage, the School or Governors may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the School or Governors.
12. The Hirer shall not infringe any subsisting copyright or performing right and hereby indemnifies the Governors against all sums of money which the Governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
13. The School and the Governing Board reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identify. Stewards should be advised accordingly by the Hirer.
14. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
15. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by 11.00pm unless written authority from the Governors (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection.

16. Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the Governors and the cost shall be paid by the Hirer.
17. The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.

18. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Governors which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governors and, where necessary, the consent of the electricity supply undertakers.

19. The following special conditions shall also apply when the use of school grounds is permitted for activities of a hazardous nature:

The wearing of footwear which might cause damage to floors is not permitted.

(a) The land (including any building or structure therein) is made available in its existing state and condition and neither the School nor Governors can warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.

(b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function, of all litter or other rubbish left on the land in the course of or produced by the event, which the Governors require to be removed.

(c) The Hirer shall insure against his/her liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 9 and 10 foregoing. The amount of the Insurer's liability must be not less than £10,000,000 in respect of any one accident or occurrence and evidence of the insurance must be produced to the Governors at least two weeks before the date of the event.

20. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Governing Board of its obligations under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

21. **STATUTORY REQUIREMENTS**

The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes: -

(a) the sale by retail of alcohol,

(b) the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,

(c) the provision of regulated entertainment, where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience. E.g.

- i) the performance of a play,
- ii) the exhibition of a film,
- iii) an indoor sporting event,
- iv) boxing or wrestling entertainment,
- v) performance of live music,
- vi) any playing of recorded music,
- vii) performance of dance,
- viii) anything of a similar description to vi, vii, or viii above,

(d) the provision of entertainment facilities i.e.

- i) making music,
- ii) dancing,
- iii) entertainment of a similar kind to i or ii above.

22. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it. (*See Paragraph B in 'Notes' below*).
23. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence. (*See paragraph C in 'Notes' below*).
24. The Hirer is required, where appropriate to his/her hiring, and where the premises hired are licensed as described above, to acquaint him/herself with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the School, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governors reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of school premises.

25. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted whether on payment or otherwise, in the said premises.
26. The Hirer is required to comply with the terms of current legislation relating to the safeguarding of children as well as the Children and Young Persons Act 2008 (as amended) and in particular

(a) where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the hirer to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

(b) If any person on whom any obligation is imposed by current safeguarding legislation fails to fulfil that obligation, he/she shall be liable on summary conviction and also, if the building in which the

entertainment is given is licensed under the Licensing Act 2003, the licence shall be liable to be revoked by the Licensing Authority.

(c) A police officer or relevant authority officer may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of the current safeguarding legislation are carried into effect, this also applies to an officer authorised for the purpose by an authority by whom licences are granted

(d) Hirers are responsible for ensuring that no person enters any part of the grounds/premises not permitted by the letting agreement.

27. The Hirer is required to comply with the following health & safety procedures:

(a) supply a suitable Risk Assessment

(b) have a telephone available at all times for emergency calls

(c) make suitable arrangements for first aid, or if arrangements are made for access to the school's first aid equipment ensure a qualified person is available

(d) ensure any persons using equipment are competent in that use

(e) ensuring all responsible persons are aware of the emergency procedures e.g. fire procedures

Notes

A. The Representation of the People Act 1983 does not allow schools to be used **at any time** as "a Committee Room for the purpose of promoting or procuring the election of a candidate". The Act does not allow schools to be used **on the day of the poll** for the holding of public meetings in furtherance of any person's candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for himself or (ii) if he is a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a Candidate on that list.

B. Under the Gambling Act 2005 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows:-

1. (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.

(b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.

(c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.
2. The game must not be by means of a machine to which Part 10 of the Gambling Act 2005 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 15(1) or Section 16(1) of the Lotteries and Amusements Act 1976.
3. (a) In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed £4.00.

- (b) Subject to paragraphs 6 and 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed four hundred pounds.
4. The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.
5. The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.
6. Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.
7. Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above:
- (a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
- (b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, paragraph 3(b) above shall have effect in relation to that final entertainment as if for the words 'four hundred pounds' there were substituted the words 'seven hundred pounds'.
- (c) Door supervisor licences are not necessary where:
- A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.
- A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).
- Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public.
- Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard
- Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day.
- A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security
- (d) Licensing:
- Licences for "licensable activities" under the Licensing Act 2003 are obtained from the local borough or district Council
 - Gaming Licences are obtained from the Gambling Commission at:
 - 4th Floor Victoria Square House, Birmingham B2 4BP Tel: 0121 230 6666

<http://www.gamblingcommission.gov.uk/for-gambling-businesses/Apply-for-a-licence/Apply-for-a-licence.aspx>