



## Terms & Conditions

### A General Conditions

1. Hirers may be liable for the cost of the letting if a booking is cancelled. Cancellations up to 5 school days prior to the booking will not be charged; cancellations up to 2 school days prior will be charged at 50% and thereafter cancellations will be charged at the full rate.
2. Premises are let as they normally stand, and no alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation except with the authority of the Premises Site Manager. Any special requirements such as additional seating should be requested on the application form and paid for as appropriate in addition to the basic hiring charge.
3. All passages, stairways and exits to which the public have access shall, at all times when the public are on the premises, be kept free from obstruction.
4. Posters or placards will not be permitted on the premises, except on boards provided for the purpose and with the authority of the Premises Site Manager.
5. No bolts, screws, nail or tacks shall be driven into any part of the premise; neither shall any adhesives be used on walls.
6. No article of any flammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the premises.
7. Smoking or vaping is not permitted in any part of the site.
8. The hirer shall be responsible for the maintenance of good order and behaviour during the letting.
9. No intoxicating liquor shall be sold, supplied or consumed without the consent of the Director of Logistics and, if appropriate, the Licensing Authority.
10. Attention is directed to Sec. 12 (1) of the Children and Young Persons Act, 1993, which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.
11. No dogs, other than guide dogs for the blind, shall ordinarily be allowed in school buildings or on the school premises (this includes the grounds), without permission from School Business Manager. If there is a requirement for a Guide Dog to be brought onto the school premises, please contact the School Business Manager.
12. Any electrical equipment intended for use at the accommodation must be in good working order, and to have been PAT tested within the last year and presented for inspection on arrival with the appropriate certificate. If there is any obvious risk, equipment will not be accepted onto the premises.
13. Burbage Primary School is a **NUT FREE** environment, do not bring products containing nuts onto the site.
14. Bookings will be invoiced during the first week of each month with 30 day payment terms.
15. The numbers stated on the hire form should not be exceeded

*"Inspiring and nurturing together"*



16. The hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DfE. The hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

## **B. Fire Safety Precautions**

1. Briefing: Persons in charge of activities should ensure that they are aware of the position of telephone, escape routes, fire alarms, firefighting equipment, and the arrangements for emergency assembly areas to ensure the safe evacuation of buildings. Organisers of any event must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

2. Before Use: the person in charge is responsible for ensuring that:

i. Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.

ii. Seating and gangways are arranged in accordance with the safety rules. Gangways must be at least 1m in width and sited to conform with means of escape; any seat must not be more than 3.66m from a gangway measured along the line of seating.

iv. Firefighting equipment is available for immediate use.

v. The maximum permitted number of persons to be admitted is not exceeded.

vi. Persons in charge of activities are familiar with the layout of the building, fire escape routes and where to find and how to use a telephone in case of emergency.

In the Event of a Fire: the first duty of all concerned is to prevent injury or loss of life.

vii. The person in charge is responsible for calling the Fire Brigade when the alarm sounds.

viii. If there is a fire or the fire alarm sounds everyone should leave the building ensuring that all doors which are passed through are closed behind them. On arrival at the assembly point, a check should be made to ensure that all persons are present.

ix. No one must be allowed to re-enter the building until the Senior Fire Officer or Burbage Primary School's Premises Staff Member present gives permission.

x. There may be an opportunity in the event of a fire for an attack to be made upon it with the nearest extinguisher, but firefighting must always be secondary to life safety. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved.

3. After Use: persons in charge should check that there are no apparent fire risks. All electrical appliances such as cookers and lights should be switched off and all doors and windows should be closed when leaving the building.



### **C. Damage to School Property**

1. The hirer shall repay to Burbage Primary School, on demand, any additional staff costs resulting from the use of the grounds or premises by the hirer and the cost of reinstating grounds or reinstating or replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by the reason of the hiring.
2. No footwear liable to damage floors may be worn in the school buildings.
3. The premises must be left in a clean and tidy state, as found at the commencement of the letting.

### **D. Indemnity**

1. Against Personal Claims: The hirer shall indemnify the school against all claims, demands, actions, or proceedings, in respect of goods or clothing or of the death or injury of any person, which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of Burbage Primary School, its agents or servants, or any defects in the premises or of an act of God or the Queen's enemies.
2. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million. A copy certificate must be provided.
3. Statutory Provisions: the premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with Burbage Primary School strictly to observe and perform all statutory provisions and regulations and any conditions imposed by Burbage Primary School applicable to any letting and to indemnify Burbage Primary School, its officers and servants from all penalties, damage and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.
4. Public Performance of Copyright Work: The hirer shall indemnify Burbage Primary School against any claims, demands, actions or proceedings arising out of the infringement of copyright, etc, during the period of hire of the premises. The transmissions of oral or visual reproduction of anything, which is taking place in Burbage Primary School or of any commentary thereon by any means is prohibited, except with the previous written consent of Burbage Primary School.

### **E. Rights of Entry**

1. The Principal or representative shall in pursuance of their official duties have free ingress and egress to and from the hired premises and instructions must be given by the hirer for their admission.

### **F. Rights of Refusal**

1. Burbage Primary School reserves the right to refuse any application for use of premises and to refuse admission to, or to remove from the premises, any persons.

*"Inspiring and nurturing together"*



## **G. Failure to Observe Conditions**

1. If the hirer fails to observe or perform in any respect or secure the due observance or performance by others of the provisions of Burbage Primary School Terms and Conditions and any notes attached hereto Burbage Primary School may without notice terminate the hirer's rights under the agreement and effect the immediate vacation of Burbage Primary School. Such termination shall not release the hirer from any of his obligations under the agreement or affect any right or remedy which Burbage Primary School may have under the agreement or otherwise, and Burbage Primary School shall be entitled to retain for its own use and benefit any monies paid by way of deposit and to sue for any balance outstanding. Termination of any activity may be requested in these circumstances by the Business Director or representative.

## **H. Responsibility for Property**

1. Neither Burbage Primary School nor its officers shall be responsible for goods, materials, clothing etc, brought into or left in the building. Vehicles are parked on the school premises at the owners' risk.

2. The external gate is to be locked with chain and padlock when the hirer leaves the premises

## **I. Cancelling of Hiring**

1 Burbage Primary School reserves the right to control any booking in the event of the accommodation being required in connection with a Parliamentary, County or Municipal Election; for such extraordinary or specific civic or educational purposes as Burbage Primary School's may from time to time think fit, or for any other reason at its discretion. In the event of any such cancellation, Burbage Primary School's shall refund the charges already paid for the hiring of the premises, and the hirer may be offered an alternative date or dates, but in any event, Burbage Primary School shall not be liable by virtue of such cancellation, for the payment of any compensation whatsoever.

2. Consent to the use of the outdoor grass pitches may be withheld if the School Business Manager considers the condition of the pitches are such that additional use may result in the inability of the school to provide sufficient safe playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.

## **J. Interpretation**

1. Burbage Primary School decision as to the interpretation of the conditions shall be final and conclusive. Educational and other statutory requirements will take precedence and no application which will interfere with the educational functions of the premises or maintenance of the premises will be approved.

## **K. Notes Relating to the Lettings of Premises**

1. The notes are deemed to be part of the Terms and Conditions of Letting.

2. Before submitting an application, the hirer should visit Burbage Primary School s in order to ascertain that a suitable room with the required facilities is available on the required date.

3. Applications should be submitted to Burbage Primary School not less than four weeks before the proposed date of use.

*"Inspiring and nurturing together"*



4. Statutory Requirements

i. Music, Dancing and Singing Licences: Public music, singing and dancing can only take place in premises which have suitable licence/s. Hirers requiring accommodation for this purpose must ascertain from the School Business Manager if there is such a licence and, if so, what its conditions are. Applicants must observe the conditions of such licence which, amongst other things, place limits on the hours during which the activity can take place and on the maximum number of persons who can be present in the licensed accommodation.

ii. Stage Play Licences: Public performances of stage plays, etc, can only take place in premises which have a Licence issued under the Licensing Act 2003. Hirers requiring accommodation for this purpose must ascertain from the School Business Manager if there is such a licence and, if so, what its conditions are, particularly in respect of maximum size of audience and seating arrangements.

iii. Bar Licences: Intoxicating liquor can only be sold in premises that have suitable license/s issued under the Licensing Act 2003. Hirers requiring accommodation for this purpose must ascertain from the School Business Manager if there is such a licence and, if so, what its conditions are. Applicants must observe the conditions of such licence which, amongst other things, place limits on the hours during which the activity can take place and on the maximum number of persons who can be present in the licensed accommodation.

5. The charge for the use of Playing Fields/Hard Playgrounds shall include the use of toilets.

I acknowledge the terms and conditions

Print Name .....

Signed.....

Company.....

Date.....