LETTINGS TERMS AND CONDITIONS
FOR USE OF SCHOOL PREMISES

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the Chair of Governors at the School and the Hirer/nominated person from the hiring group/organisation.

Interpretation

'The School' means the Governing Body of the School, its employees and agents.
'The Hirer' is the organisation or individual with whom the school is contracting.

Purpose of Use

1. The facilities shall only be used for the purposes and within the hours stated on the application, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.

2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.

3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.

4. Nothing in this agreement shall create a tenancy.

Access

5. The Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.

Health and Safety

6. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.

7. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

8. The school fire, emergency and evacuation procedures shall be forwarded to the Hirer and it is the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.

9. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.

10. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. If during working hours, please contact Reception on 01756 752215. If out of hours please contact the Site Manager, Peter Earl on 07872 063050. The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.

11. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy & DBS checks.

Payment of Hire Charges and Deposit

12. Hire charges will be reviewed yearly.

13. For a one off hire of school facilities, a deposit of £10 is required on booking. The full hire cost payment (including VAT) is required 3 working days prior to the date of hire. If the premises and equipment are left in an unacceptable manner, the hirer will be expected to cover the cost of any repairs or cleaning and will not be able to hire the facilities again until the required payment has been received. In this event, an invoice will be issued to the hirer, and payment will be expected within 3 working days.

14. For a block booking, payment is required upfront (excluding VAT) at the beginning of each half term. If the premises and equipment are left in an unacceptable manner, the hirer will be expected to cover the cost of any repairs or cleaning and will not be able to hire the facilities again until the required payment has been received. In this event, an invoice will be issued to the hirer, and payment will be expected within 3 working days.

15. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.

16. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

Responsibility of the Hirer for Good Order and Safety

17. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the

period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.

18. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.

19. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.

20. The Hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/North Yorkshire County Council to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within 1 month, the items may be disposed of by the school/North Yorkshire County Council and the Hirer shall reimburse the school/North Yorkshire County Council for any expense incurred as a result.

21. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.

22. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.

23. The Hirer shall comply with any reasonable instructions given by the Head teacher, premises Manager or other member of the school staff.

24. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.

25. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

26. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.

27. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.

28. Smoking is not allowed on the school premises at any time.

29. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.

30. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

Conditions of Hire Specific to the Sports Hall

31. Outdoor footwear must not be worn in the sports hall. Non-marking footwear must be worn at all times.

32. No school games equipment may be used without permission. Any permitted use of sports equipment will be reliant upon an adult with recognised qualifications being personally in charge at all times of use.

33. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to the sports hall. The Governors reserve the right to inspect such equipment and to refuse to allow its use if, in the view of the Governors or the Head of PE, it constitutes a Health and Safety risk or a hazard to the fabric of the building.

34. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to the Food Tech Classroom

35. The use of any kitchen equipment is prohibited without prior consent of the school.

36. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.

37. The Hirer has received all necessary food safety training as required by law.

38. The kitchen premises shall be left in a clean and hygienic condition after the hire.

39. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to Playing Fields during the Football/Rugby Season

40. The length of time booked for the use of a pitch must include preparation time, full playing time including breaks in play for half time and time to clear the facilities.

41. During the football season, the condition of each pitch will be carefully monitored on a daily basis by the Site Manager so as to determine as early as possible whether a pitch can continue to be played.

42. The school shall ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place.

43. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the Head teacher and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the Head teacher and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

Indemnity and Insurance

44. North Yorkshire County Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).

45. The Hirer agrees to indemnify North Yorkshire County Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire County Council, the school or their agents or employees.

46. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

47. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

    a. Members of any club, association or society which operates by subscription or entry fee;

    b. Any charity or individual organisation, carrying on business with a view to profit.

    c. North Yorkshire County Council (Diocese or Trustees in the case of Voluntary Aided Schools) and the School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Advertising

48. No advertising shall be permitted except with the prior written consent of the school.

Video Recording

49. No video recordings may be made unless prior permission has been obtained. The School must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation

50. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. Neither North Yorkshire County Council nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.

51. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.

52. If the hirer, after the acceptance of a confirmed booking, cancels the booking 5 or more working days prior to the date of the booking, the deposit shall be refunded. If less than 5 working days' notice is given, there shall be no refund of the deposit. The school can, at their own discretion, overrule these in exceptional circumstances.

53. The applicant shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

AGREED by the School and the Hirer on the date set out in the Hire Arrangements Contract letter.

Upper Wharfedale School

Signature…… Date……

Signed by The Head teacher of Upper Wharfedale School – Mr A Taylor

Hirer

Signature…… Date…….

Print Name…… Position (if applicable)……..