

## 7. Responsibility for Property

- \* The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building.
- \* All vehicles are parked on the school premises at the owners' risk.

## 8. Cancellation of Hiring

- \* The Governing Body reserves the right to cancel any booking in the event of the accommodation being required in connection with a Parliamentary, County or Local Election; for such extraordinary or special civic or educational purposes as it may from time to time think fit, or for any other reason at its discretion. In the event of any such cancellations, the Governing Body 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 the Governing Body shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.
- \* The contract of advance bookings in respect of any letting, particularly when prior payment has been made, will not be broken except in extreme circumstances and with the approval of the Governing Body.

## 9. Licensing Act 2003

- \* The hirer must inform the school at the time of booking of their intention to obtaining any licenses and to provide a copy of any license.
- \* It is the hirers responsibility to ensure that they obtain the correct licenses for their event and that they observe any conditions. Further information can be obtained from Wiltshire Council.
- \* The school has the right to refuse a letting if the school's quota of Temporary Event Notices has been reached.

## 10. Electrical Equipment

- \* All portable electrical equipment brought into the school and used by the hirer must have been subject to a PAT (Portable Appliance Test).

## 11. Interpretation

- \* The Governing Body's decision as to the interpretation of these conditions shall be final and conclusive.

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# DEVIZES SCHOOL

## TERMS AND CONDITIONS OF LETTING

### 1. General Conditions

- \* Educational and other statutory requirements take precedence and no application which will interfere with the educational functions of the premises or maintenance of the premises will be approved.
- \* Use during school holidays will be limited so as not to interfere with cleaning and maintenance.
- \* Premises are let as they usually stand and no alterations shall be made to the lighting, heating, or any furniture and fittings without the consent of the Governors or the Caretaker. Special requirements should be noted on the application form at the time of booking. Posters or placards will not be permitted on the premises except by prior consent.
- \* No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
- \* No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, gas, electric, or other engine shall be brought into the premises.
- \* SMOKING IS NOT PERMITTED ANYWHERE WITHIN THE SCHOOL BUILDINGS OR GROUNDS.
- \* The hirer shall be responsible for the maintenance of good order and behaviour during the letting.
- \* The hirer must inform the school if a Temporary Event Notice is to be obtained and a copy of the notice must be submitted to the school. Applications for a Temporary Event Notice and advice can be obtained from Kennet District Council.



- \* Attention is directed to Sec. 12(1) of the Children and Young Persons Act, 1933, 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 does not exceed the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.
  - \* Hirers are still liable for the cost if a booking is cancelled after 9.30 am on the day of the letting or, for a weekend booking, after 4.30 pm on the Friday preceding the weekend of the letting.
  - \* Governors reserve the right to restrict or refuse use of grounds in the educational interest of the establishment if undue damage or abuse of grounds might result in the withdrawal of playing fields from school use.
  - \* The school reserves the right to refuse any application for use of the premises and to refuse admission to, or to remove from the premises any persons.
  - \* No substance is to be applied to floors to prepare them for dancing.
  - \* No dogs, other than guide dogs for the blind, shall be allowed on school premises.
  - \* No footwear liable to damage floors and floor coverings should be worn in the school buildings, especially Halls & Gyms.
2. **Fire and Safety Precautions**
- \* The hirer should be aware that there is not a public telephone available on site and therefore the hirer must ensure that he / she is in possession of a fully charged mobile phone or is aware of the position of public telephones. The hirer should note the position of escape routes, fire alarms and fire fighting equipment. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
  - \* Before the use of the premises the Hirer is responsible for ensuring that:
    - A. Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
    - B. Safety lighting is working satisfactorily.
    - C. Seating and gangways are arranged in accordance with the safety rules.
    - D. The maximum permitted number of persons to be admitted is not exceeded.

- \* In the event of a fire the first duty of all concerned is to prevent injury or loss of life.
  - \* The Hirer is responsible for calling the Fire Brigade when the alarm sounds and for notifying the caretaker.
  - \* If there is a fire or the fire alarm sounds, everyone should leave the building ensuring that all doors are closed after they have been passed through. All persons should wait outside where a check on those present should be carried out—either by using the list of attendees or by individual enquiry.
  - \* If anyone is missing, an organised search should be initiated. The officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for missing persons, no one should be allowed to re-enter the building until authorised by the Senior Fire Brigade Officer present. No search should be undertaken if fire has taken hold of the area concerned. This should be left to the Fire Brigade.
  - \* There may be an opportunity to use the nearest fire extinguisher that is appropriate for the fire involved. However: FIRE FIGHTING MUST ALWAYS BE SECONDARY TO SAFETY OF LIFE.
  - \* After the letting the Caretaker or other person in charge should check that there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances and water taps are turned off, and that isolating switches, where installed are off. All lights should be switched off and all doors and windows should be closed when leaving the building.
  - \* The hirer is responsible for bringing a first aid kit to the event.
3. **Damage To School Property**
- \* The Hirer shall repay to the Governors on demand any additional costs, whether for staff or premises resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring. This will also apply to 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 before or after the event if it is connected to or because of the hiring. The amount of the cost shall be certified by the School Surveyor whose certificate shall be conclusive.

#### 4. **Indemnity**

- \* Hirers shall indemnify the Governors 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, before or after the period of hire 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 the Governors, its agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
  - \* The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.
  - \* 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 the Governing Body strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Justices of the Peace applicable to any letting and to indemnify the Governing Body, and its staff from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.
  - \* The Hirer shall indemnify the Governing Body against all claims, demands, actions or proceedings arising out of the infringement of copyright, etc., during the period of hire.
5. **Safeguarding Children & Child Protection**
- \* The Hirer shall have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DCSF (e.g. adoption of the Sport England Safeguarding Standards)
  - \* The Hirer shall liaise with the school in the event of any concerns arising about safeguarding children or child protection.

#### 6. **Right of Entry**

- \* The Governing Body and other authorised staff of the school shall in the 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.