



## **Lettings Conditions of Hire**

### **1. Definitions and Conditions of Hire:-**

- a) "Hirer" shall mean the person making the application for the hire of the whole or part of the Premises
- b) "Hiring Agreement" means the hiring agreement for the Premises which the Hirer will be required to sign, an example of which is attached to these Conditions of Hire
- c) "Period of Hire" means the premises identified in the Hiring Agreement
- d) "Premises" shall mean the area of hire identified in the Hiring Agreement and any additional areas that the Hirer is permitted to use by virtue of clause 3 of these Conditions of Hire
- e) "Governing Body" shall mean the Governing Board of Barleyhurst Park Primary School and includes any person duly authorised by the governing body
- f) "School" means Barleyhurst Park Primary School acting by its Governing Boarder any person duly authorised by the Governing Body
- g) "School Representative" means the head teacher of the School, or any person duly authorised by the head teacher to act on behalf of the School with regard to these Conditions of Hire
- h) Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person
- i) References to persons include bodies corporate

### **2. Applications for Hire of Premises**

- a) No person under the age of 18 years will be accepted as a Hirer.
- b) Applications for the hire of the Premises must be made to the School Representative in accordance with any requirements of the School Representative
- c) Applications for hire of the Premises shall be treated equally, regardless of race, colour, nationality, sex, religion, marital status or disablement.
- d) The Governing Board shall have the right to refuse any application for use of the Premises, subject to any statutory requirements or the requirements of Milton Keynes Council
- e) These Conditions of Hire together with the Hiring Agreement constitute all the terms for the hire of the Premises.



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### 3. Facilities

- a) Use of the Premises only includes use of such adjacent hallways, foyers and toilet facilities as are expressly specified by the School Representative.
- b) The School will make available such chairs and tables as are referred to in the Hiring Agreement. It is the responsibility of the Hirer to ensure these are arranged to suit their needs.

### 4. Hire Charges

- a) Hire Charges for the Premises shall be as advised by the School.
- b) Where required in the Hiring Agreement, a deposit must be paid and returned to the School with the signed Hiring Agreement.
- c) The School may at its discretion request an additional sum to be deposited as security for the Hirer complying with their obligations under these Conditions of Hire. Such sum will be refunded to the Hirer if all obligations have been complied with on expiration of the period of hire.
- d) Payment for the hiring must be paid to the School as required by the Hiring Agreement, but in any event will be due no later than 30 days from the date of invoice issued by the School to the Hirer.

### 5. Cancellation by the Hirer

- a) If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give written notice to that effect to the School Representative.
- b) Charges in accordance with the following scale may be made for any cancellation:-
  - Cancellation given later than four weeks prior to the Period of Hire (or the affected part of the Period of Hire if this is for more than one occasion) = hiring fee to be paid in full.
  - Cancellation given between two months and four weeks prior to the Period of Hire (or the affected part of the Period of Hire if this is for more than one occasion) = deposit fee is retained.

### 6. Cancellation by the School

- a) The School may cancel this hiring up to 14 days prior to the Period of Hire (or the affected part of the Period of Hire if this is for more than one occasion) if the Premises are required for use for School activities. In the event of such cancellation, the School will give to the Hirer the maximum practicable notice and refund any deposit paid, but shall not be otherwise liable to the Hirer.
- b) The School may cancel this hiring at any time before or during the Hiring if:-
  - The Hirer fails to comply with any of these Conditions of Hire
  - Details of any particulars required as detailed in the Hiring Agreement have not been supplied or if supplied, are not approved by the School.

*In the event of such cancellation no refund of any deposit will be made to the Hirer and neither the School nor Milton Keynes Council will be liable to the Hirer in any respect.*



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### 6. Use of the Premises

During the Period of Hire, the Hirer shall ensure that:-

- a) No part of the Premises is used for any purpose other than that described in the Hiring Agreement.
- b) The Premises, or fittings, fixtures or furniture at the Premises are not subjected to undue wear and tear
- c) No part of the Premises is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance relating to the Premises or the School
- d) No animal is brought into the Premises or allowed to enter the Premises without the consent of the School (except guide dogs for the blind or hearing dogs for the deaf).
- e) The Premises or any part of the Premises are not sub-hired.
- f) All users of the Premises under or by virtue of the hiring shall restrict themselves to the Premises and shall not enter other parts of the School.

### 8. Maximum Capacities

- a) It is the Hirer's responsibility to ensure that maximum capacities as stated by the School for the Premises are not exceeded.
- b) Maximum capacities shall include all persons attending or present at the Premises including (but not limited to) any supervisors, those participating in activities, parents and members of the public.

### 9. Supervision

- a) During the Period of Hire the Hirer is to be responsible for the efficient supervision of the Premises including:
  - the effective control of children
  - the behaviour of all persons using the Premises
  - the orderly and safe admission and departure of persons to and from the Premises
  - the safety of the Premises and the contents of the Premises
- b) The Hirer shall use sufficient stewards or assistants to maintain good order during the hiring and expel any person acting in a disorderly manner, or disobeying School or Hirer instructions. In default, the School acting through any authorised officer may expel such persons.
- c) The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Premises and that no person shall trespass on parts of any School property not included in the hiring.



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### 10. Safety Requirements

During the Period of Hire, the Hirer shall ensure that:-

- a) They are fully familiar with the safety precautions of the School and safety precautions to be observed in the Premises. A copy of the School's emergency procedures for the Premises will be sent to the Hirer with the Hiring Agreement. The Hirer is expected to be familiar with this document and shall take all reasonable steps to ensure that all persons using the Premises by virtue of the Hiring Agreement are also familiar with key aspects of this document e.g. meeting point following an evacuation. In the event that the emergency procedures are not sent to the Hirer with the Hiring Agreement, it is the responsibility of the Hirer to ensure that they contact the School Representative immediately in order to make arrangements to receive the document.
- b) All necessary precautions for the safety of those persons attending the Premises during the Period of Hire are taken by the Hirer, which shall include ensuring that all persons in charge are familiar with fire-fighting equipment available
- c) Fire-fighting apparatus at the Premises is kept in its proper place and only used for its intended purposes.
- d) The Fire Brigade is called by the Hirer to any outbreak of fire, however slight, and details of the occurrence shall be given to the School Representative
- e) No obstructions are placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access and egress at all times
- f) The emergency lighting supply is turned on throughout the Period of Hire and illuminates all exit signs and routes
- g) No performances or uses take place which could involve danger to the public
- h) For safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the School Representative, which must not be of a combustible nature.
- i) No highly flammable substances are brought onto or used in any part of the Premises
- j) No smoke machines are used, whether as part of a disco or band or otherwise
- k) No unauthorised heating appliances are used on the Premises

### 11. Lighting and Electrical Safety

During the Period of Hire, the Hirer shall ensure that:-

- a) No lighting, heating, power or other electrical fittings or appliances in the Premises are altered, moved or in any way interfered with.
- b) No additional lights or extensions from the existing electric light fittings are used without the previous consent of the School Representative.
- c) Electrical appliances brought onto the premises have been tested for electrical safety (Portable Appliance Test Certificates may be required for inspection by the School).

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### 12. First Aid

The Hirer shall ensure that a person with appropriate first aid skills is present at the Premises during the Period of Hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the Period of Hire.

### 13. Alterations, Advertising and Care of Premises

- a) No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the Premises by the Hirer nor shall any placards or other articles be fixed to any part of the Premises.
- b) No advertisements of any type are to be displayed inside or outside of the Premises by the Hirer without the prior approval of the School Representative
- c) No alterations shall be made to the Premises by the Hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the School Representative.
- d) Gymnasium and hall floors are used by children for physical education and no substance is to be applied to floors by the Hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings.

### 14. Food, Refreshments and the Sale of Goods

- a) The Hirer may not sell or allow to be sold on the Premises any food, refreshments or goods without first obtaining the written consent of the Governing Body.
- b) The Hirer shall, if selling food, refreshments or goods on the Premises, comply with all relevant legislation.

### 15. Prevention of Nuisance

- a) The Hirer shall ensure that any music played or provided at the Premises or noise levels from functions or activities taking place on the Premises, do not cause a nuisance either within the School or to surrounding premises or any nearby residential accommodation.
- b) The Hirer must ensure that cars belonging to his patrons are not parked so as to cause an obstruction at the entrance to, or exits from, the School and do not obstruct or delay access to the School by emergency vehicles.
- c) The Hirer shall take all reasonable measures to ensure that cars belonging to his patrons do not obstruct the public highway outside of the School or access to adjacent private property and that undue noise is not caused on arrival or departure.
- d) The Hirer and shall comply with any requirements of the School with regard to parking of vehicles.

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### 16. Statutory Requirements

- a) The Hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the Premises.
- b) The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.

### 17. Equal Opportunities

The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the Premises, on the grounds of race, colour, nationality, sex, religion, marital status or disablement.

### 18. Copyright and other Licences and Permissions

- a) In the use of the Premises the Hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder.
- b) The Hirer must give the School Representative at least 4 weeks' notice of a stage play production and the Hirer must obtain all licences required for the stage play production.
- c) Any Hirer who uses recorded music in its activities is responsible for checking whether a licence is required from Phonographic Performances Limited (PPL) and if so, to obtain one. Any Hirer performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required and if so, to obtain one.
- d) The Hirer must obtain a public entertainments licence from Milton Keynes Council for any public music, singing and dancing.
- e) The School reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

### 19. Gambling

Nothing shall be done in the Premises or at the School by the Hirer in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

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### 20. Intoxicating Liquor

- a) During the Period of Hire, the Hirer shall ensure that no intoxicating liquors are permitted to be bought, sold or consumed on any part of the Premises or the School without the express permission in writing of the Governing Board.
- b) No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell alcoholic liquor without the prior express permission in writing of the Governing Board.

### 21. Exhibition of Hypnotism

The Hirer shall ensure that no person shall give at the Premises any exhibition, demonstration, or performance of hypnotism, mesmerism or any similar act.

### 22. Smoking

The Hirer is advised that smoking is not permitted anywhere in the Premises, or anywhere on the School premises or immediately outside the School premises and shall ensure that his patrons comply with this requirement.

### 23. Hours of Use

The hiring does not entitle the Hirer to use or enter the Premises at any other time than the Period of Hire unless prior arrangements have been made and agreed with the School Representative.

### 24. Storage

No goods or equipment shall be left at or stored on the Premises or the School without the prior agreement in writing of the School Representative.

### 25. Rights Of Entry

Throughout the Period of Hire the right of entry to the Premises is reserved to any duly authorised officers or employees of the School, their agents or contractors and any emergency service.

### 26. Expiration of period of hire

- a) At the expiration of the Period of Hire the Hirer shall ensure that all members of the public and other guests leave the Premises.
- b) The Hirer must ensure the Premises are left in a clean and orderly state free of litter. All decorations of the Hirer must be removed. If the Hirer fails to do so, the School will be entitled to charge the Hirer for the costs of any necessary work required.



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### 27. Damage to School Property

The Hirer is to take good care of any not cause any damage to be done to the Premises or to any fittings equipment or other property in the Premises and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises.

### 28. Injury to Persons and Damage to Property

- a) The Governing board or Milton Keynes Council will not be liable for the death of or injury to an person attending the Premises for the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by this agreement except where such death or injury is due to the negligence of the Governing board or Milton Keynes Council.
- b) The Governing board or Milton Keynes Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Premises either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the School or Milton Keynes Council.
- c) The Governing board or Milton Keynes Council shall not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the Governing board or Milton Keynes Council which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.

### 29. Insurance and Indemnity

- a) The Hirer shall affect Public Liability Insurance cover to a minimum limit of indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the Premises by the Hirer.
- b) The Hirer may be required to produce the current insurance certificate to the School at any time prior to or during the hiring.
- c) The Hirer will indemnify the Governing Board and Milton Keynes Council against any damage theft losses claims demands actions proceedings damages costs or expenses arising as a result of the hire of the Premises by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises or School which is damaged, destroyed, stolen or removed as a result of the hire of the Premises by the Hirer. The evidence of the Governing board or Milton Keynes Council as to the costs or expenses incurred shall be accepted by the Hirer as final, on production of reasonable evidence to support the same.