

MATRAVERS SCHOOL
TERMS AND CONDITIONS OF LETTING FOR BUILDINGS & GROUNDS

1 General Conditions

- a) **Smoking is not permitted.**
- b) The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.
- c) **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.
- d) **Block bookings, period bookings or bookings more than three months in advance will only be accepted provisionally.** The school reserves the right to refuse any application or to terminate a period booking at three week's notice.
- e) Use during school holidays is limited to such as will not interfere with cleaning and maintenance.
- f) 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 Headteacher. Any special requirements such as additional seating are to be requested on the application form and paid for as appropriate in addition to the basic hiring charge. Stage lighting shall not be used unless special approval is given and a competent operator is available.
- g) 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
- h) Posters or placards will not be permitted on the premises except upon the boards provided for the purpose.
- i) No bolts, screws, nails or tacks shall be driven into any part of the premises, neither shall any adhesive be used on walls.
- j) No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the accommodation.
- k) No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the Governors.
- l) Attention is directed to Section 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 attending does not exceed the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.
- m) No dogs, other than guide dogs for the blind, shall ordinarily be allowed in school buildings.

2 Fire and Safety Precautions

a) Briefing

Persons in charge of activities should ensure that they are aware of the position of telephone, escape routes, fire alarms, fire fighting equipment and emergency drills to ensure the safe evacuation of buildings.

b) Fire Instructions

Before use of the premises 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) Safety lighting is working satisfactorily.
- iii) Seating and gangways are arranged in accordance with the safety rules.
- iv) Fire fighting 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.

In the absence of the Headteacher, or a nominated Deputy, the person in charge is responsible for calling the Fire Brigade when the alarm sounds. 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 outside the building a check should be made to ensure that all persons are present. If anyone is missing an immediate organised search should be made. The officer in charge of the Fire Brigade should be met on arrival and immediately informed whether or not all persons have been safely evacuated. With the exception of an organised search for missing persons, no one must be allowed to re-enter the building until permission is given by the Senior Fire Brigade Officer present. There may be an opportunity in the event of a fire for an attack to be made upon it with the nearest extinguisher or hose reel but the fire fighting must always be secondary to life safety.

After use of the premises, persons in charge should check that there are no apparent fire risks. All electrical appliances such as workshop machinery, cookers, kilns (when not firing) and lights should be switched off and all doors and windows should be closed when leaving the building. Any items brought onto school premises by the hirer should be removed unless specific arrangements have been agreed with the site managers.

3 Damage To Matravvers School Property

The hirer shall repay to Matravvers School, hereinafter called the 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. The amount of the cost shall be certified by the Governing Body whose certificate shall be conclusive. No footwear liable to damage floors may be worn in the school building.

4 Indemnity

a) 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 the School, its agent or servants, or any defects in the premises or of an act of God or the Queen's enemies.

b) Statutory Provisions

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 School strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Justices or the Governing Body applicable to any letting and to indemnify and save harmless the 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.

c) Public Performance of Copyright Work

The hirer shall indemnify the 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 transmission of oral or visual reproduction of anything which is taking place in the School or of any commentary thereon by any means is prohibited, except with the previous written consent of the School. If a charge is to be made by the hirer for admission and musical works are to be performed vocally, instrumentally or mechanically, then the hirer shall obtain from the Headteacher an additional form and shall complete and return the same to the Performing Rights Society.

5 Right of Entry

The Headteacher and Governors 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.

6 Right of Refusal

The 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.

7 Failure to Observe Conditions

If the hirer shall fail to observe or perform in any respect or secure the due observance or performance by others of the provisions of the School's terms and conditions and any Notes attached hereto the School may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate vacation of the school. Such termination shall not release the hirer from any of his obligations under the agreement or affect any right or remedy which the School may have under the agreement or otherwise and the 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 any of the School staff.

8 Responsibility for Property

Neither the School nor its officers shall be responsible for goods, materials, clothing etc, brought into or left in the building or school grounds. Cars are parked on school premises at owner's risk.

9 Cancellation of Hiring

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

10 Interpretation

The School's decision as to the interpretation of these conditions shall be final and conclusive.

NOTES RELATING TO THE LETTING OF EDUCATIONAL PREMISES

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

2 Statutory Requirements

a) Music, Dancing and Singing Licences

Public music, singing and dancing can only take place in premises which have a Music, Dancing and Singing Licence. Hirers requiring accommodation for this purpose must ascertain from the Headteacher 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.

b) Stage Play Licences

Public performance of stage plays, etc can only take place in premises which have a Stage Play Licence issued under the Theatres Act, 1967. Hirers requiring accommodation for this purpose must ascertain from the Headteacher if there is such a licence and, if so, what its conditions are, particularly in respect of maximum size of audience and seating arrangements.

c) Bar Licences

Intoxicating liquor cannot be sold on the premises unless the hirer or the person providing the bar facilities has obtained a licence from the Borough of Justices. Such licence must be shown to the School's representative on the premises (usually the Site Manager) before the commencement of the letting. The bar must be situated where young persons under the age of 18 years cannot obtain access.