

Terms and Conditions

The hiring of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.

1. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
2. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
3. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
4. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
5. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
6. No intoxicating liquor shall be brought or consumed on school premises.
7. No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the school. Temporary Event Notices (TENs) are required for regulated entertainment (e.g. live and recorded music and performance of dance) and late night refreshments. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled.

The hirer and the guarantor shall indemnify and keep indemnified the Ksent Trust and the Governing Body from and against all costs, claims and demands which may be made against them for any breach or infringement of copyright

8. The Governing Body or Ksent Trust may cancel any permission granted to use the premises:
 - (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Ksent Trust or Governing Body or by any person or body having a statutory right of user.

- (b) If any damage has been caused to the premises or to any property of the Ksent Trust thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - (c) If, for any reason, the school is closed, no compensation shall be payable by the Ksent Trust or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Ksent Trust or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.
9. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
 10. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Ksent Trust, Governing Body or any officer authorised by them and the hirer shall not obstruct or interfere with this right.
 11. No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Governors and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
 12. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Governors and shall be returned to their original state immediately after usage, at the expense of the hirer.

Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a site team member and must include protection of the sports hall floor.

All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Governing Body or Executive Head Teacher.

13. Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.
14. No advertising may be placed in any area of the school premises without the direct permission of the Executive Head Teacher of the school.
15. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.

16. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
17. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
18. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
19. The hirer is responsible for the protection of the premises from damage and for the good behaviour of all associated users.
20. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
21. No confetti or rice is to be thrown on the premises.
22. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.
23. The hirer must report to the site team at the beginning and end of any let.
24. The hirer must have public liability insurance cover up to £5,000,000, proof of this cover must be shown to the school. For non-profit organisations the Local Authority can provide cover at a rate of 3.15% of the total hire cost.
25. The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.
26. The Health and Safety at Work, etc Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far as is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with the school health and safety policy, a copy of which is available on request.
27. Stiletto heels or similar objects in the sports hall area would damage the floor and are prohibited
28. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
29. The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

30. The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school or to occupiers of neighbouring properties. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement
31. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
32. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.