



## St John Fisher Catholic High School

### Terms and Conditions of Letting

#### 1. Conditions

In these conditions 'The School' means St John Fisher Catholic High School or any authorised person acting on behalf of the School. 'The Facilities' means the School site and buildings or any part thereof, and includes all fittings, fixtures and moveable property belonging to the Facilities.

#### 2. Application

All applications for hire must be made on an official booking form and returned to the School. Where the hirer is not an individual, the person who signs the form should be duly authorised to act for the hirer and must be over 18 years of age.

#### 3. Confirmation

A booking is confirmed when a signed Booking Form has been received by the School. No functions shall be publicly advertised until all documentation requested has been provided (e.g. CRB, Insurance)

#### 4. Charges/Payments

- i) Charges for the use of facilities shall be laid down by the School, who reserve the right to vary them without notice.
- ii) For Bookings under £50.00, the full amount must be paid at the time of booking.
- iii) For bookings over £50.00 a discretionary booking fee upto the value of 50% of the hire charge will be required with confirmation of hiring.
- iv) The hirer shall arrange for the remaining balance to be paid 1 month prior to the booked date.
- v) An additional fee is payable by the hirer for each hour or part thereof that the booked facility over runs the contractual period. This fee will be the facility rate plus any overtime costs incurred.

##### **Block Bookings**

The hirer shall arrange payment for the full amount to be received at the School prior to each weekly booking.

#### 5. Cancellations

- i) Once a booking has been confirmed, all monies received by the School are non-refundable.
- ii) The School reserves the right to close or prohibit the use of any facilities at its discretion. All monies paid in respect of a booking cancelled in accordance with this condition will be refunded but the School will not be liable for any other expenditure incurred or loss sustained by the hirer from such cancellation.
- iii) No monies shall be waived for subsequent bookings.

##### **Block Bookings**

- i) The hirer must contact the School and give at least 1 weeks notice for a cancellation otherwise the full amount will be payable.
- ii) The Hirer is permitted 1 cancellation every 10 bookings, if the hirer exceeds the number of permitted cancellations the full charge will still be levied

#### 6. Use of the Facilities

The Facilities may only be used for the purposes specified on the booking form. In the event of it being used by the hirer or any other person for other purposes, the School is empowered to stop proceedings and to close the Facilities.

#### 7. Booking Times

- i) Where any areas have to be specially prepared, the setting up and breaking down of equipment must be carried out within the hired times and is the responsibility of the hirer, unless otherwise confirmed by the School.
- ii) Hirers are requested to ensure that the booked facility is vacated by the time shown on the booking form. Any event that proceeds beyond the contractual period is liable to excess charge (see Charges/Payments).

##### **Block Bookings**

The booking time is to include time for equipment to be set-up, taken down or stored.

#### 8. Indemnity

The use of the Facilities or any part thereof is entirely at the risk of the hirer and the School accepts no responsibility for any claims, actions, demands, proceedings or costs which may be brought against the School arising out of or incidental to the hire of facilities and equipment and shall adequately insure with an insurance company approved by the School and through its agency against the foregoing and produce evidence thereof on demand of Public Liability Insurance to an agreed value unless due to any act or neglect of the Facilities or its employees.

#### 9. Control – The hirer to be responsible for:

- i) Administration, organisation, control and running of an event. No event may start until the hirer or a responsible person(s) within the organisation is in attendance.

- ii) Ensuring all instructors/supervisors in any activity open to vulnerable/young people are suitably qualified and have been successfully CRB checked. The organisation must be affiliated to a recognised Governing Body, comply with the Council's Child Protection Policy and have Public Liability Insurance to an agreed value with the School. Documentary evidence to satisfy this condition must be supplied to the School prior to the date of letting.
- iii) Supervision and control of all visitors, spectators and officials especially children under 16 years of age.
- iv) Leaving all premises, changing rooms, toilets, showers in a clean and tidy condition to the satisfaction of the School.
- v) Persons hiring facilities for private functions for entertainment purposes must inform the Facilities of the full names of stewards responsible for that event and having sufficiently qualified stewards as agreed by the School. The School in circumstances where he considers it necessary, after first notifying the hirer, may require the provision at the hirer's expense, of a special duty policeman or other responsible person/persons appointed at the School to be in attendance until the close of the function.

**10. Damages**

The hirer shall pay for all damages caused by those under his control, whether participants of spectators during the hiring. The amount payable shall be assessed by the School, whose decision shall be final.

**11. Access**

- i) Officials duly authorised by the School shall, at all times, have free access to all parts of the Facilities.
- ii) Access to all doors and passages must not be obstructed.
- iii) All vehicles must be parked in the Car Park. No vehicles shall park around the Facilities, all-weather pitches or football pitches. All access to the Facilities or surrounding areas shall not be obstructed by any vehicles.

**12. Property belonging to the Hirer**

The School and its employees shall not be responsible for any damage to, or loss of, any property whether belonging to the hirer or to any other person brought into or left in the Facilities, or its grounds for any purpose, nor for any personal injury to the Hirer or any person permitted by him to enter the Facilities. This clause shall not operate to exclude the School's legal ability for the state of the premises or for articles deposited with its employees for safe custody or for damages arising from the School's own unreasonable negligence.

**13. Liquor and Refreshments**

No intoxicating liquor or refreshments shall be brought into, sold or consumed in the Facilities without the consent of the School, and the laws relating to the Facilities' Premises Licence must be observed at all times.

**14. Non-smoking Site**

St John Fisher Catholic High School is a no-smoking site. Smoking is not permitted in any of the school buildings, sports facilities or grounds.

**15. Copyright**

No work or matter in which copyright exists shall be performed in public without the consent of the owner of the copyright and the Hirer shall indemnify the School against any claim upon it by reason of any infringement of copyright.

**16. Collection and Lotteries**

No collection, games of chance, sweepstake, lotteries, betting or any other type of gambling may be conducted without the prior consent of the School.

**17. First Aid**

The Hirer as appropriate to the event should take adequate first aid precautions; this must be agreed with the School.

**18. Equipment and Staff**

All arrangements regarding equipment, hall layout and staff must be confirmed at least 1 month prior to the date of the booking.

**19. Broadcasting**

No hirer shall grant sound or television broadcasting or filming rights without the prior written consent of the School. If such consent is given, the School reserves the right to be a party to any negotiations and to the terms and conditions of any agreement reached, and to share any income or publicity derived there from.

**20. Photographs**

No photographic equipment may be brought into the Facilities for commercial purposes without written permission.

**21. Compliance with rules, regulations and licences.**

- i) All persons, clubs and organisations hiring the facilities provided by the School shall comply with all the directions given by the School at all times.
- ii) Hirers must obey the School rules and regulations displayed.
- iii) Hirers must comply with all the Environmental Health, Premises Licence, Data Protection, Human Right, Trading and any other relevant legislation in force.

**Signature of Hirer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature on behalf of School:** \_\_\_\_\_

**Date:** \_\_\_\_\_