**

**TERMS AND CONDITIONS FOR HIRING FACILITIES AT FOXFIELD SCHOOL**

**School Responsibilities**

* For the duration of the letting period Foxfield School will be responsible for ensuring the following provision:

* Adequate means of escape in emergency and adequate equipment available for the use should an emergency situation arise.  This will include fire extinguishers, first aid kit and access to a telephone.

* Adequate heating, lighting and ventilation.  This will include external lighting where required.

* Safe equipment and premises.

* Individual arrangements will detail which equipment should be used.

* A Site Manager  is available to deal with defects to School plant or equipment and to ensure that the premises are secured.  Sufficient information will be given to hirers of emergency facilities..

* Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

* In addition to the above provisions, Foxfield school will ensure that hirers will have adequate supervision in attendance during letting periods.  For swimming sessions this will require evidence of valid life-saving qualifications being produced.

* Schools will carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

**Hirers Responsibility:**

* By signing this contract you agree to all the terms and conditions listed below.  It is important that you read these terms and conditions carefully and that you make sure you understand them fully.  After you have signed the terms and conditions form, you should return it to the School office along with your booking form as soon as possible.

* If you have booked a facility via telephone, fax or e-mail, this will not be confirmed until you return both a completed and signed booking and terms and conditions form.

**Contractual Agreements**

The times and dates that you request will be considered and where possible granted, if the facilities or the times that you requested are not available, then the School will contact you, to discuss alternative options.  The time that you are allocated is to be adhered to.

As the hirer or person in charge of the group, you must ensure that all members of the group arrive on time, or as near to the time as possible and must leave on time.  Failure to leave after fifteen minutes into the next hour will result in a penalty charge of (£50) being charged to the Hirer or the person in charge of the group.  Continued failure to leave the facilities on time will result in the termination of the contract.

**Damage to School Property**

* The Hirer shall be liable to the Business Manager for improper use of any facilities.  If the hirer causes any damage to property, then the hirer will be liable to pay for all charges and expenses incurred in the process of rectifying the damage.

* All hirers must have adequate and suitable Public Liability Insurance and this is the responsibility of the Hirer and not the School/Local Authority.  **The School reserves the right to refuse admission to any hirer if they do not have Public Liability Insurance.**

**Health and Safety:**

**Fire Alarm and Evacuation Procedures**

* For the duration of the letting, the hirer will be responsible for ensuring familiarity with emergency equipment, such as fire extinguishers, alarm call points, telephones and first-aid facilities and that  an emergency evacuation procedure is established.  This will detail who will be responsible for taking control, calling emergency services and where to assemble.  Consideration should be given to the needs of individuals with special needs.

* Foxfield School will give details of its Fire Safety Procedures to all hirers.

            **Lighting and Electrical Safety**

During the period of the letting, the hirer shall ensure that:

* No lighting, heating power or other electrical fittings or appliances in the premises are altered, moved, or in any way interfered with.

* No additional lights or extensions from the existing electric light fittings to be used without the previous consent from the Health and Safety Coordinator or Premises Manager.

* Electrical appliances brought onto the premises will have been tested for electrical safety. (Portable Appliance Test Certificates may be required for inspection by the school).

**Security**

* All entrances and exits must be kept clear at all times.  **Do not open fire exits as this poses a security risk**.

* Foxfield School will give details of existing security measures, e.g. controlled access, CCTV, gates, fencing, etc., if appropriate to the hirer.

**Alterations, Advertising and Care of Premises**

* No bolts, tacks, screws, bits, pins, or other like objects shall not 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.

* No advertisements of any type are to be displayed inside or outside the premises by the Hirer without the prior approval of the Head teacher.

* No alterations shall be made to the premises by the Hirer, without the prior written approval of the Head teacher.

* Footwear likely to damage the floors is not to be worn.   Damage caused to any surface through inappropriate footwear will result in additional charges being incurred by the Hirer to pay for the damage caused.

**Facility Tariffs and Charges**

* The tariffs and charges for the hiring of the facilities are made in accordance with the Governing Body of the School.  Additional charges may be incurred by the Hirer if malicious damage has been caused.  **We have been advised by the Local Authority that all hirers must take out Public Liability Insurance.**

**Pool Hire**

* The Site Manager  who is also the Pool Plant Operator will be available at all times when the pools are in use.  However, if the pool plant operator (site manager) is not available, bookings will have to be cancelled.  (See risk assessment)

**Fouling (Contamination of Pools/Changing Facilities)**

* If fouling occurs, pools will be closed to execute a back wash and this will affect continuous bookings resulting in delays in re-opening the pools.  (See risk assessment)

**Smoking, Drugs and Alcohol**

* Smoking is strictly prohibited in the school and external grounds.  If a hirer, or any member of the hirer’s group, wishes to smoke they must go outside the grounds using only open entrance/exit doors and not fire exit doors.  Cigarettes must be properly extinguished and disposed of away from the premises.

* Drug taking is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer’s contract, unless the hirer can prove that the drugs are for medical reasons. Alcohol consumption is strictly prohibited and any incident that occurs will result in the immediate termination of the hirer’s contract.

**Staff**

* The School and the Local Authority will not tolerate any verbal, physical or mental abuse towards its staff.  Staff at school may, at times, inspect the facilities to make sure that all terms and conditions are being complied with and do not need to give any advance warning.  If School staff believe the terms and conditions are being breached, the hirer will be informed.  Failure to further comply after this point will result in the  termination of your contract.

**Prevention of Nuisance**

* 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.

* The Hirer must ensure that cars belonging to their patrons are not parked so as to cause or delay access to the school by emergency vehicles.

* The hirer shall take all reasonable measures to ensure that cars belonging to 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.

* The hirer shall comply with any requirements of the School with regard to the parking of vehicles.

**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.

**Payment**

* You, as the hirer, are responsible for the payment of the facilities you are hiring. Foxfield School will provide details of invoicing, payment dates,

methods of payment and penalties for late payments.

**Cancellation**

* The Hirer may cancel their booking at any time, but must give a minimum of one month’s notice prior to the cancellation.  A minimum of 48 hours notice should be given for cancellation of a particular date or individual session.  A charge may be made in respect of inconvenience caused to the premises staff if no notification is received by this time.

**Licences and Permissions**

* The Hirer is responsible for any licences and permission they may need, for example, advertising.  The School will not be held responsible for the Hirer breaching any licences or permission agreements.

**Food Refreshments and the Sale of Goods**

* The Hirer may not sell, or allow to be sold on the premises, any food, refreshments or goods.  **Additionally no food should be consumed anywhere on site**.

**Lost Property**

* The Hirer, or the person in charge of the group, has a responsibility to ensure that no personal or group property is left at the school.  However, if this occurs, the school will retain the item for a maximum of seven days, after which the item will be disposed of unless you contact the school to arrange collection.

**Equipment**

* No school equipment, other than that specified at the time of letting, is used.
* School furniture shall not be moved by the hirer, except by arrangement with the Site Manager or person holding custodianship for the time being

**Litter**

* Litter and property belonging to the Hirer is to be removed by the Hirer at the end of the period of hire.  Any costs incurred in removing these items will be paid for by the hirer.

* **Please note this includes the removal of nappies. Therefore the hirer must make sure parents take soiled items with them after the session.**

**Other**

* If you have more than one booking, please note that each booking is treated as a separate booking.  Parking in the car park is free of charge and you, and any members of your group, leave vehicles at your own risk.  The School will not be held responsible for any loss or damage to vehicles or any contents you leave in it.

* Please ensure you have read and fully understood these terms and conditions.  Signing this terms and conditions form will indicate to the school that you fully understand and comply with all the terms and conditions stated.  You may wish to keep a copy for your records.

* Please forward the original signed copy to the School with your completed application.

           Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Print Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Club/Group/Activity)

**Notes**