



ST.CATHERINE'S CATHOLIC SCHOOL

Conditions relating to Use of School Premises other than for School Purposes

- (1) Applications for hire must be made in writing on a prescribed form.
- (2) Where an organisation is hiring the premises, the organisation and its members shall be jointly and severally liable.
- (3) The Hirer shall not cause or allow the premises to be used for any purpose other than that which the application has been granted, and the number of persons using the premises shall not exceed that authorised.
- (4) It shall be the responsibility of the hirer to ensure that the conditions of the licence are adhered to by all persons making use of the premises under the terms of the hire.
- (5) The Hirer shall STRICTLY observe the times of hire and shall NOT exceed these times. Users will be charged double hire for breaking into the next hour.
- (6) The School's Business and Finance Manager reserves the right to refuse any application without stating reasons.
- (7) Any fee for hiring shall be in accordance with the scale of charges determined by the Business and Finance Manager, subject to revision from time to time, and further charges may be levied if additional personnel or other costs are incurred by the hiring of the premises.
- (8) The hire fee shall be paid in full upon signing the application form together with any returnable deposit required save where alternative arrangements are made.
- (9) The Hirer shall notify the governing body in writing of any cancellation of booking. A cancellation fee will be incurred if less than 21 days notice is given. If any less than 7 working days notice is given, the whole of the hire charge may be retained by the school.

- (10) Any damage caused to the premises shall be compensated to an extent considered reasonable in the absolute discretion of the Business and Finance Manager within seven days of a written demand.
- (11) The Business and Finance Manager shall not be liable for any damage to, or loss of any property, articles or things whatsoever that may be brought to the premises by the Hirer or other persons using the premises.
- (12) Without prejudice to any duty or requirement imposed on the Business and Finance Manager/School under any of the relevant provision, the Hirer shall (in accordance with the Health and Safety at work etc. Act 1974) take measures reasonable to a person in his/her position, to ensure that all means of access to or from the premises are available for use by persons using the premises, any plant or substance in the premises, or as the case may be, provided for use there, is safe and without risk to health.
- (13) The Hirer and users of the premises will be required to be aware of and comply with the school's emergency evacuation procedures.
- (14) Table and seating requirements to be ordered in writing on application.
- (15) The School Business and Finance Manager reserves the right to change rooms without prior notice.
- (16) Access is strictly restricted to those rooms forming the hired area and any toilet facilities and circulation area as directed, subject to a penalty or additional fee if an unauthorised area is used.
- (17) Group members and their behaviour remain the responsibility of the Hirer and the Hirer should therefore ensure group members remain within the area to which their group has been allocated.
- (18) There shall be no variation to the conditions without prior agreement in writing of the School Business and Finance Manager.
- (19) No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees and the hirer shall indemnify the Business and Finance Manager against any penalty or sanction for any infringement of copyright which may have occurred during the hiring.

- (20) The hirer shall not use the hired premises for any purposes or activity for which a licence is necessary unless such a licence is in force.
- (21) The hirer shall strictly observe the conditions of any licence granted and shall be deemed to have notice of any conditions attached.
- (22) The hired premises shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the Business and Finance Manager.
- (23) Sporting activities will not take place inside the hired area without the prior written approval of the Business and Finance Manager.
- (24) There shall be no smoking on any part of the school premises or grounds in accordance with the no smoking policy.
- (25) No alcoholic drinks shall be brought on to the premises save where an appropriate licence has been obtained and the specific permission of the Business and Finance Manager has been received.
- (26) The school is NOT licensed for the sale of alcohol and the Business and Finance Manager will not support any applications for a licence to sell alcohol.
- (27) No film or video shall be shown in the hired area without the prior consent of the Business and Finance Manager who may require the hirer to give a preview of the film to such persons as directed.
- (28) The hirer is responsible for the health and safety of all persons using the area and must make him or herself fully aware of the school's health & safety policies and fire precautions and procedures in existence.
- (29) The hirer agrees to notify school staff of any accidents or incidents that may have had the potential to cause an accident and to follow the reasonable requests of the school's staff in respect of health & safety and the general use of the premises.
- (30) No notices or placards shall be affixed to, lean upon or be suspended from the parts of the premises.
- (31) No electrical apparatus shall be brought on to the premises without the express consent of the Business and Finance Manager.
- (32) No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the premises.

- (33) The use of any floor dressings on the floors of the school is strictly forbidden. The use of dry ice is also forbidden.
- (34) The hirer shall be liable for all damage caused and shall indemnify the Business and Finance Manager against all loss, damage and expense, whether direct or indirect, unless solely and directly due to the negligence of the Business and Finance Manager and any such damage shall be reported immediately to the Business and Finance Manager.
- (35) The hirer shall be liable for, and shall indemnify the Business and Finance Manager against, all and any expenses, liability, loss, claim or proceedings whatsoever arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the hire unless due solely to the negligence of the Business and Finance Manager.
- (36) The hirer shall obtain insurance against its legal liabilities to third parties with a limit of indemnity of at least £5 million for any one incident.
- (37) The hirer shall not permit any animal to enter or remain in the hired area unless agreed beforehand, subject to the provision that agreement will not be unreasonably withheld for the entry on the area of guide dogs for persons with visual or hearing impairments.
- (38) The hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the premises or the owners and occupiers of neighbouring or adjoining properties.
- (39) The music level must NOT be loud enough to be heard outside of the school boundary (after 7.00pm) and consideration of other school users must be given during the daytime.
- (40) No motor vehicles shall be permitted entry on the site without the prior written consent of the Business and Finance Manager and any vehicle entering with consent shall not be parked in a manner causing obstruction or impedance to the movement, entry or egress of vehicles carrying out necessary duties for or on behalf of the emergency services.
- (41) The Business and Finance Manager may suspend or cancel any hiring of the premises without stating the reasons for so doing, subject to the repayment of the hire fee if cancelled before the commencement of the hire period.

- (42) The Business and Finance Manager reserves the right to cancel any booking giving as much notice as possible and will refund the deposit fee if already paid. Alternative accommodation at the school will always be sought before any booking is cancelled.
- (43) There shall be no variation to the conditions of hire without the approval of the Business and Finance Manager.
- (44) Any authorised officer of the School or the governing body, in the discharge of his, her or their official duties, shall be allowed right of entry to the hired area at all times.
- (45) The hirer shall leave the hired area and the educational premises in a clean and orderly state.
- (46) The hirer shall ensure that no persons using the area be permitted to use shoes with stiletto heels or other footwear which may, in the opinion of the Business and Finance Manager, be damaging to the floor surfaces of the hired area or the educational premises.
- (47) The hire of any area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Business and Finance Manager.
- (48) Kitchens and catering equipment shall not be used unless approved by the Business and Finance Manager and subject to any such conditions as he or she may give.
- (49) The disposal of refuse bags containing function waste shall be the responsibility of the hirer, subject to further costs being required to be paid by the hirer if this provision is not complied with.
- (50) The hirer shall not permit the hired area or any part thereof to be used by others than the hirer.