



Chesswood Junior School Terms of Hire



1. The School will provide the hirer with up-to-date H&S information needed for the period of hire. This would include information on fire alarm, intruder alarm, water, electrical and other information needed for the hirer. It is the hirers responsibility to ensure they are confident in this information and if not, they contact the school to organise additional instruction.
2. The school will carry out a vetting process of hirers to ensure their premises are not being used for radicalisation purposes.
3. The Hirer shall satisfy himself that the facilities to be hired are suitable for their purposes.
4. The use of the premises must not interfere with the proper working of the school or impair its efficiency.
5. The contract for the hire of the premises between the Hirer and the school will only take effect only upon written acceptance of the application on behalf of the School being sent to the Hirer.
6. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form or on the written acceptance of the hiring and shall pay the hire fee within 7 days of the written acceptance unless otherwise agreed with the school.
7. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the school's discretion:

not less than 42 days notice of cancellation	–	75% of fees
not less than 28 days notice of cancellation	–	50% of fees
less than 28 days notice of cancellation	–	no refund
8. The Hirer shall indemnify Chesswood Junior School and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:
 - (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
9. The Hirer shall be responsible for loss or damage to the premises and contents therein the property of the West Sussex County Council.
10. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 7 and 8 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).
11. In order to obtain adequate insurance either from your own insurance source or if you wish to use the insurance provided through the school and West Sussex County Council (see appendix), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be attached to this application form.
12. The risk assessment does not have to be a detailed document, but it will need to provide information on what activity will take place on the school premises and in which rooms. There should be a simple plan of:
 - how are people going to get into the premises,
 - how will they be notified of an emergency and what they should do if an alarm is activated
 - information on what they can and can't do, where they can go and can't go etc.



Chesswood Junior School Terms of Hire



- appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if there is an emergency and call the emergency services if needed

13. The School does NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays.

(The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date). The Hirer shall be responsible for complying with the terms of any such licence.

14. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.

15. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the School shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.

16. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the premises, complies with the relevant legislation.

17. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets and welfare facilities.

18. Where permission is given for the use of kitchen areas all used equipment must be put back and cleaned as found. Kitchens must be left in a clean and tidy condition ready for use by the school. On no account may foodstuffs stored in kitchens be used by Hirers unless agreed by the school beforehand.

19. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.

20. The school reserves the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.

21. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.

22. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. No part of the building fabric should be modified unless agreed by the school.

23. The laying of composition or other preparation on School/College floors is prohibited, without the prior written approval of the School.

24. Smoking on the site is prohibited.

25. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.



Chesswood Junior School Terms of Hire



26. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden.

27. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the school must be satisfied that a competent person will supervise the use of the equipment.

28. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

29. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the School.

30. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The School reserves the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.

31. The School reserves the right to cancel any hiring without notice if: -

(i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or

(ii) the Hirer has failed to disclose material information concerning the proposed hiring, or

(iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the School.

32. No booking will be confirmed until the school is sent proof of public liability insurance (at least £10 Million) and hirers agreement is received. Booking is then confirmed on receipt of these documents by the school.

33. Any electrical equipment is brought onsite all items must have been PAT tested before being connected to the school. The school may require proof of this.

34. If the school has agreed for the hire to be charged on a pay-as-you-go basis the school reserves the right to increase the charges with 1 months notice.

35. Any serious injury that occurs during the hire period must be reported to the school.

36. The hirers will only access areas of the school agreed by the school. Hirers must not attempt to access any locked rooms.

37. No school equipment unless previously agreed by the school should be used by the hirer, this includes but not limited to tools, ladders, stationary, paper or electrical devices.



Chesswood Junior School Terms of Hire



APPENDIX

HIRER'S INSURANCE – INDEMNITY CLAUSE

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -

(i) bodily injury or illness to Third Parties, including the County Councils servants and agents or School and/or

(ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.

2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Insurance and Litigation Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability: -

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.

2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRERS INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

LIMITATIONS



Chesswood Junior School Terms of Hire



For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.
Commercial or trade hiring.

PREMIUMS

The premium is charged at 10% of the basic hire charge, plus Insurance Premium Tax (IPT).

If a group is affiliated to the school or establishment, they can obtain a special rate, details of which can be supplied by contacting the Insurance and Litigation Section at West Sussex County Council.