



Terms and Conditions of Hire

GENERAL

1. These regulations apply for the letting of all premises and grounds administered by Friesland School. In the case of the use of these premises required by Act of Parliament, these regulations apply so far as they are not inconsistent with the provision of the Act concerned. This act covers the use of school premises for electoral purposes should local or national elections be called.
2. In these regulations School means: Friesland School.
3. Anybody wishing to hire the facilities must be 18 years or over.

PROCEDURE

4. All applications must be on the form provided by the individual school and must be completed in full. Failure to do so may result in the application not being approved. All documentation can be found on the schools' websites.
5. All applications for block bookings must be made not less than twenty-one days before the proposed date of use. Where the proposed date of use falls within a school holiday, the application must be submitted not less than twenty-one days before the commencement of the holiday period. Applications for the use of the fields for fetes should be submitted not less than two months before the proposed date of use.
6. Applications will only be accepted for a maximum of one year between the first day of September and the last day of August of the following year.
7. The hirer must personally sign the application form or provide an electronic signature, where the application form is sent by email, and may not assign or sub-let the premises or grounds hired.
8. All lettings must be approved by the individual school or their delegated authority. The hirer will receive confirmation if their application has been accepted. This may be in the form of an email.
9. The school may cancel any letting at any time; the fee will not be charged for that session(s) or an alternative date will be offered, except in the case of misconduct, in which case a fee will be charged.
10. No letting shall be considered approved, or any charge confirmed, until the hirer has received notification in writing on behalf of the school.
11. No person or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person or persons who knowingly act in contravention of the regulation will be charged at the appropriate rate and refused permission to use any of the school facilities in the future.
12. The school reserves the right to impose special conditions in respect of letting, series of lettings or class of lettings in order to protect its employees or property.
13. The school may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the School to be desirable including (without prejudice to the generosity of the foregoing) requirements as to fire precautions; security of person or premises; the employment of security or other staff; the exclusion or admission of any person or of any animal or equipment.

CHARGES

14. All regular bookings will be invoiced at the start of each half term. Payment must be made in full within 14 days unless arrangements are in place, which have been agreed with the School's Business Manager. For non-payment of invoices over 2 months old the school may cancel the letting(s). For late payment (beyond 14 days) an additional 5% of the value of the outstanding invoice may be charged. All new bookings and single bookings will be invoiced in advance and must be paid in full prior to commencement of hire.
15. The School reserves the right to request a refundable deposit of £150.00 in addition to the cost of hire for single bookings or large events. This will be returned after the letting providing all is in order following the event.
16. Cheques should be made payable to Friesland School.



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17. Charges will be made at rates which will be determined from time to time by the Finance Committee and shall be liable to change without prior notification. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate.
18. The school requires a full half term's notice of cancellation of a regular session and will charge the hirer for the sessions during this period. Cancellations should be made in writing or by email to the School Business Manager.
19. A minimum of 24 hours' notice is required for cancellation of ad hoc or individual bookings otherwise the full amount of the hire is due.

CARE OF PREMISES

20. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
21. The hirer is responsible for supervision, safety, control, stewarding, admission and removal of those attending.
22. The hirer is required to pay the school the cost of making good any damage to property or equipment which may be the result of letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
23. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor are any specialist equipment such as public address systems to be installed by the hirer, except if agreed in advanced with the Business Manager.
24. The hirer will allow access at all times to school members of staff or their representatives.
25. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the school. Standing on equipment, seats, furniture, and window sills etc. is not permitted.

EQUIPMENT AND ACCOMMODATION

26. The school does not provide first-aid medical facilities for hirers nor does it guarantee access to the school telephone systems for calling assistance during lettings. Hirers should make their own arrangements in this respect.
27. Storage facilities for hirers cannot normally be provided.
28. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the school. Such applicants must ensure that a suitably qualified person takes responsibility for proper use.
29. Where classrooms are used, any furniture that is moved during the period of the hire must be placed back in its original position at the end of the hire.
30. Chairs and tables installed in the premises may be used by special arrangement with the school, but the school does not undertake to provide suitable chairs or seats for use by the hirers. Any furniture provided by the hirer must be removed immediately after the end of the letting.
31. Posters/displays must not be stuck to the wall. Decorations of any kind shall not be permitted other than purely temporary arrangements which require no permanent fixing.
32. Chalk, resins or polishing materials may not used on floors.
33. Public areas within the school i.e. main entrance, reception and corridors are not to be used for ad hoc activities.
34. Guest access for the wireless network can be made available with prior arrangement.
35. Refreshments can be ordered, if required. Details are available on request.

CONDITION OF PREMISES

36. Whilst the school gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state.



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37. Where facilities booked by the hirer prove not to be available during the lettings, the school will ensure that the proportionate part of the hiring fee is not charged. The school's decision shall be final in respect of any charges not made.

INSURANCE

38. It is the responsibility of the hirer to effect whatever insurance s/he considers necessary to cover liabilities. Occasional hirers may request to be covered by the school's insurance policy; this must be agreed in advance with the Business Manager.

OUTDOOR FACILITIES

39. The Business Manager will be the officer responsible for the final approval of lettings of the school's facilities.
40. The school does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.
41. The duty manager/caretaker shall deem whether any pitch or field is fit for use and his/her decision shall be final.

LEGAL REQUIREMENTS

42. The hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music singing and dancing licences, theatres licences and copyright. The hirer shall be fully responsible for obtaining any licence or any other permission required, always providing that no such application shall be made without the prior approval of the school. The school is able to apply for a temporary event licence to allow the sale of alcohol at events. At least 3 weeks' notice is required to apply for the licence which is subject to approval by the local council and police. The school reserves the right to refuse permission for a temporary event licence.
43. The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
44. Broadcasting (sound or vision), filming or photographic rights cannot be exercised without the prior permission of the school.
45. The hirer will to the best of his endeavour ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) can be observed at all times throughout the letting.
46. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

COMPLIANCE WITH REGULATIONS

47. Failure by the hirer to comply with any or all of the foregoing terms and conditions and the rules and regulations where applicable, whether intentionally or not, may be deemed by the school to be just cause for the immediate cancellations of any letting or series of letting.
48. Other than where required to comply with statutory regulation in the People Act 1983, the use of the school and the facilities for political campaigning and canvassing is not permitted.

PRIORITY FOR THE ALLOCATION OF ANNUAL SESSIONS & AGREED DISCOUNTS

49. The following priority order will be used to identify allocation of facilities and time slots on an annual basis:
- a) Delivery of agreed enrichment – this must agree with the individual school
 - b) Providing activities for youth activities



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c) Providing activities for the community

50. The following discounts will be applied:

10% applied to the where the letting meets the regular booking criteria (10+ sessions) and the weekly sessions total 4 or more hours.

RIGHT TO APPEAL

51. Where a dispute arises from a letting, the School will delegate power to the Headteacher and to the Business Manager to resolve it. When a dispute cannot be settled in this way the group or individual may appeal to the Finance and Resources Committee whose decision will be final.

HEALTH AND SAFETY

Accident & Injury

The person in charge during the letting must notify the duty member of staff in the event of any accident or injury within immediately. An accident/incident report form from the school will require completion before leaving the school premises.

Fire Drill & Evacuation

The school 'Duty Person' is in overall control in the event of any emergency.

Hirers using the school premises must make themselves familiar with the emergency procedures which will include:

- Ensuring that the instructor/supervisor is competent to organise the activity safely and to promote the safety of all persons in their charge throughout the letting. The instructor/supervisor must brief all persons in their charge on fire safety procedures before any activities commence.
- The instructor/supervisor must be aware that he/she is responsible to ensure that all persons in their care evacuate the building in the event of an emergency.
- The fire alarm is a continuously sounding siren – if this is heard the instructor/supervisor must immediately ensure that all the people in their charge evacuate the building. All equipment and belongings should be left in the room or area. The 'Assembly Point' is at the front of the building in the Car Park.
- On discovering a fire the instructor/supervisor should activate the nearest call point break glass and then immediately ensure that all the people in their charge evacuate the building.
- Fire extinguishers are only used to assist in the evacuation from a room or area if the route is blocked by fire – do not try to put out other fires under any circumstances.
- Illuminated signs clearly indicate the exit routes.
- The school 'Duty Person' will ensure that the emergency services are called if required.
- Following an evacuation, the instructor/supervisor will conduct a roll call at the Assembly Point and must notify the school 'Duty Person' of any missing or suspected missing persons.
- No one must re-enter the building until the school 'Duty Person' gives the all clear.
- Liaison with the school 'Duty Person' for further guidance on dealing with emergencies.

Hirers must accept that the fundamental principle is that the safety of persons overrides all other considerations and they must be responsible for communicating these procedures to its agents.

Unauthorised activation of the Fire Alarm will result in the Fire Brigade arriving. Any hoax calls or misuse will result in serious consequences including contacting the police and a charge to the hirer.