



Aragon Primary School
Hiring of School Premises
Standard Terms and Conditions 2022/23

These terms and conditions and a signed Contract for Hire of Premises at Aragon form the Contract between Aragon School and the hirer. The hirer should read the contents carefully because, unless otherwise stated, these terms and conditions will apply. If you need clarity please contact the Site Manager. The hire agreement also requires the hirer to complete the Risk Assessment and should it be necessary an Incident Report and Damage Report Any verbal discussion will only be considered binding if it is written into one of the contract documents and noted as agreed by an authorised member of the school staff.

Terminology:

Hirer = the person(s) or organisation hiring facilities (or proposing to hire)

The contract for hire of school facilities or premises is with Aragon Primary School Governors.

1. Facilities and Booking Arrangements

- All bookings will be made through the **Main Office telephone 020 8337 0505** or by the school email at aragon@aragon.merton.sch.uk
- The office will provide information on the availability of hired space based on the school calendar, other bookings and the school maintenance plan.
- The school encourages widening access and will provide reasonable access to significant areas of the school for those with mobility difficulties. It should be recognised, however, that not all areas are currently accessible. The Site Manager will be able to offer advice on access arrangements.
- The school retains the right to control the facilities and if its representative believes inappropriate (e.g. unlawful or unsafe activities) activities are taking place may close the facility during the hire period. Where an activity is deemed unlawful or unsafe then the school reserves the right to close the facility immediately. Discussion may need to take place thereafter to ascertain whether adjustments can be made to enable future bookings to continue. Wherever possible, other options will be explored with the hirer and an immediate reconciliation found. There will be no compensation paid by the

school as a result of such a sanction. A written report, prepared by the school, will be provided to the hirer to explain the circumstances should such an action take place.

- If requests are made which the school considers not being reasonable (or is beyond the normal contracts of staff) then a charge may be levied. This charge will be notified to the hirer, wherever possible, in advance, otherwise will be notified after the event.
- The school is not responsible for the loss or damage to equipment left on the premises by hirers.
- The school is not responsible for the loss or damage to property brought onto the premises.
- While the school does not accept responsibility for lost property, any property that is found will be registered, and later disposed of according to school policy.
- The school is excluded from liability should loss or damage be incurred as a result of:
 - Failure in power or equipment beyond the reasonable control of the school.
 - Failure by an agent/contractor which are beyond the reasonable control of the school.
- The school is also excluded from liability for any injury (including death) to any person, loss or damage to property unless caused directly by the actions of school employees, and then only fair and reasonable in relation to the actions of the employee.
- The school will ensure that regular risk assessment inspections are undertaken on the premises hired which will be available to hirers on request. Any damaged equipment or buildings will be repaired or replaced or made safe or the hirer will be notified of any hazards where the damage has not been rectified.
- The school will ensure that hirers are aware of fire evacuation procedures. First aid equipment is the sole responsibility of the hirers
- In the case of a major incident, the Hirer should contact the emergency services as appropriate
- **Hire Charges** will be determined by the Governing Body.
- Additional charges may be applicable such as additional cleaning after the hire which will be advised to the hirer by the school
- Long term hiring charges may be reviewed periodically by the school and notified to the hirer in writing, giving reasonable notice, any changes as a result of that review

- Normally a non- refundable reservation deposit will be required (determined by the school) which should be paid on confirmation of the booking when the contract is signed
- **Cancellation by Aragon Primary School.** Should a hired space not be available, for whatever reason, then the school will notify the hirer and either, endeavour to provide suitable alternative arrangements, or cancel the booking at no charge to the hirer. The school will not be liable for any losses as a result of such a cancellation whether this is a loss to the hirer, any legal participant, agent or others involved in the hiring. The school will endeavour, of course, to only cancel as a last resort and will use its best endeavours to give the hirer reasonable notice.

2. Obligations of the Hirer and any participant legally involved in the hire

- The hirer is obliged to complete and sign a formal contract identifying requirements, and by signing the contract agrees to these terms and conditions
- The hirer should provide a current **DBS** for adults (over the age of 18) if assisting in any way with the activity, that the premises is hired for
- Should ensure that the responsible adult (the hirer) is aware of their **PREVENT duty**- see Lettings Policy
- The hirer should ensure that activities held within the school are sympathetic with and are not in contradiction to the ethos/mission of the school. If in doubt contact the school for advice
- All activities must be lawful and the facilities have a risk assessment undertaken by the hirer in relation to the purpose of the hire. The school requires its risk assessment form to be completed for all activities. The hirers risk assessment documentation may be acceptable to the school but this must be agreed in advance and copies provided.
- The hirer is responsible for booking sufficient time for the activity (including adequate time to set up and prepare rooms for their purpose and clearing them afterwards) unless agreed in writing with the **Governing Body**.
- The hirer should permit key holding school staff to enter the premises without charge and must not prevent lawful entry of the emergency services.
- The hirer is to ensure that the premises are only occupied for the period of the hire and the premises are vacated at the end of that period
- Cancellation/Amendments: The hirer should provide the school with one months' notice of cancellation or amendment. The deposit is required to be paid before the premises are considered to be booked and is non-refundable and will therefore be retained by the school. In addition the terms of cancellation/amendment are:
- Public Liability Insurance. The hirer shall ensure that they have a current policy of insurance to cover its public liability appropriate to the activity being performed. A copy of the insurance certificate must be provided to the school

before the hirer can occupy the premises, and then on the renewal of the insurance (at least annually). A copy of a current insurance certificate shall also be produced if requested by a representative of the school

- Premises hired will be provided clean and in good repair. The hirer is to ensure that the facilities are left in a similar condition, with equipment returned to storage (if appropriate) after the period of hire

Health and safety welfare of users.

- All users should be aware of their duty and commitment to **safeguarding and promoting the welfare of children and young people.**
- All users should ensure that children are cared for appropriately and safeguarded from any harm
- All users should be aware of their **PREVENT** duty and ensure visitors are appropriately supervised and briefed on **PREVENT**
- It is the responsibility of the hirer to undertake a risk assessment and identify any issues with the school before any event
- Hirers are required to report damage or breakages to the Site Manager as soon as is practical, either by e-mail or pro-forma available from the Site Manager
- The hirer may be charged for the repair or replacement as a result of breakages or damages or loss incurred to the property belonging to the school or any other third party during the period of hire. The hirer may also be charged for the cost of necessary cleaning of premises after the hire, if it is required, to ensure they are sufficiently clean for normal school use
- No equipment belonging to the school may be removed without express written authorisation from the Governing Body
- There should be no alternation to the fabric of the premises or fixtures or fittings within the premises. Fire extinguishers, for example, must remain in their location
- The hirer will ensure that there is compliance with current health and safety and other appropriate legislation
- Before starting any event, the hirer should assess the facilities and equipment for damage. The hirer should inform the Site Manager immediately if damage is discovered using the Incident Form indicating that the damage was noticed and notified
- Any equipment brought onto the site by the hirer or participants must be maintained and tested to suitable standards and operated according to the manufacturer's instructions and appropriate for the activities undertaken
Aragon School reserves the right to inspect equipment brought onto the site by hirers – these inspections may be undertaken by contractors on behalf of the School

- Any equipment brought onto the premises (e.g. scenery, drapes, curtains) must be rendered fire retardant to a standard acceptable to the school
- Deliveries, storage and removal. Only deliveries and storage agreed in the contract will be accepted by the school. Removal should take place by the agreed time while meeting the other terms and conditions of this document. While the school will endeavour to keep the equipment safe, the school will not be held liable for damage or loss of such equipment or materials
- Should the hirer require seating or other equipment in addition to that supplied by the school as agreed in the contract, it should be obtained by, and costs incurred by, the hirer. Any such equipment should be designed not to damage. Delivery and removal should be within the booked hiring time unless by specific agreement
- The hirer is responsible for lost property. Should lost property be found by the school it will be registered and disposed of according to school policy.
- The hirer should have a list of lawful people (e.g. participants) attending the school (available on request by the school) related to the hiring in case of evacuation to inform the emergency services.
- The hirer is responsible for ensuring a suitably qualified First Aider is present and any accidents/injuries are formally reported to a school representative.
- The hirer will ensure that appropriately trained persons are present to ensure the health and safety of the participants, and are suitably qualified to give instruction (if appropriate) on the use of equipment, and are capable of taking appropriate action in emergency situations.
- Should the hirer provide additional personnel to prepare for a letting, these shall be subject to the same terms & conditions as the hirer.
- It is the responsibility of the hirer to inform all lawful participants (e.g. organisers and participants in an activity) involved in the hiring that:
 - ❖ Observe the legal instructions of school staff relating to the use of, and access to the premises.
 - ❖ The hirer must supply full details of the use of the letting. The hirer must ensure that there will be no terrorist and extremist influences or prejudiced views.
 - ❖ To behave with decorum and not in a manner detrimental to other users in any way or that will be detrimental to the reputation of the school;
 - ❖ Fire evacuation procedures as advised by the school;
 - ❖ The school grounds and buildings are strictly no smoking ;
 - ❖ No intoxicating liquor will be brought to or consumed on the premises unless specifically approved.
 - ❖ All users are responsible for health and safety and that breakages and damages must be reported;
 - ❖ To respect our neighbours when arriving or leaving the premises

- ❖ That if cars are parked on the road-side they are parked with due consideration of our neighbours. Advise users to use public transport, cycle or walk to the venue wherever possible;
 - ❖ To drive carefully when approaching or leaving the school.
 - ❖ Ensure that changing rooms and toilets are used for single sex changing and changing in public areas is not acceptable;
 - ❖ Access to other areas of the school, apart from those hire, is prohibited;
- **Full payment** unless otherwise agreed, will be made 1 month in advance of the letting.
 - Any over-runs may be charged for at a rate notified in each contract – at a rate based on every additional part half-hour. Notwithstanding the school reserves the right to ask the hirer to leave immediately if the event over-runs, and any cost incurred clearing up will be charged to the hirer.
 - Where additional facilities are requested, or where additional amounts are payable then the School reserves the right to charge these to the hirer.
 - It is the obligation of the hirer to ensure that there is no infringement of copyright in the case of entertainment productions etc. (e.g. for the use of musical scores/scripts) and requirement of the Performing Right Society (or any other similar body) must be fulfilled.
 - If the hiring is for the purpose of showing film or television or other similar material the hirer must ascertain from **Merton Council** whether or not a licence is required under the provisions of the Cinemas Act 1985 (or any modification re-enactment). If a licence is required, it is the hirer's responsibility to obtain it and show it to the school before the hiring date.
 - Sub- letting is not permitted.
 - The hirer shall not use the premises for any other purpose than that described in the contract.
 - The hirer must ensure that any marketing material (including tickets) using the name of the school or its logo shall only use images approved by the school.
 - No data (images or personal information) of pupils or staff or of the school buildings may be removed from the school.
 - The hirer must not allow animals (except guide dogs), dangerous goods, or goods/materials that might be deemed detrimental to the school unless permission is obtained from the governing Body.
 - The hirer shall notify the Site Manager if special licences are required (e.g. for public events). The hirer will normally acquire such licences but if the school incurs any cost as a result this will be chargeable to the hirer.
 - Where a Licence to sell intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the responsibility of the hirer.

- Only lawful activities are permitted during any hire of premises at Aragon School.
- In the case of lettings for music, singing, dancing or stage plays the entertainment must be for a closed organisation such as a society or club or by invitation only.
- Where the school representatives believe there is a breach of these terms the hirer and the participants may be asked to vacate the premises. This will only take place as a last resort.
- A dispute resolution process is in place in order to facilitate the smooth operation for hirers and the effective running of the school
- This contract is subject to English Law.
- Force Majeure. The School will not be liable for the cancellation of a hire which is the result of flood, fire or any other Acts of God, or the result of riot, disorder or acts of terrorism or anything of a similar nature.

Signed and agreed by.....

Date.....

Hirer

Signed and agreed by.....

Date.....

Headteacher

Review January 2023