

LEICESTERSHIRE EDUCATION COMMITTEE
GOVERNORS OF ALL SAINTS CHURCH OF ENGLAND PRIMARY SCHOOL
WIGSTON MAGNA

INDEMNITY AND CONDITIONS OF LETTINGS

1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Ltd, The Copyright Licensing Agency Ltd. and all other similar bodies in connection with the hiring and the Hirer shall indemnify Leicestershire County Council and the Governors against the consequences of the Hirer's failure to do so.
2. To pay the letting fee in full upon receipt of an invoice before the end of the period covered by the invoice. If payment is not made by the due date then the Council acting through the Governors reserve the right to cancel the hiring. Cheques should be crossed and made payable to Wigston All Saints Primary School.
3. During the period of hiring, the hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises and shall indemnify the County Council and the Governors from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the County Council or the Governors or their respective servants or agents.
4. The Governors may cancel any hiring if in their opinion the organisation by, or on behalf of which, the premises are hired has racist aims or policies regardless of the stated reason for the hiring of the premises. In such event neither the County Council nor the Governors shall incur any liability to the Hirer whatsoever other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.
5. If the Hirer cancels the hiring of the premises for any of the dates specified in the application to hire form or booking confirmation then the Governors will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring provided always that if notice of the cancellation of a hiring is received by the Governors at least 14 days before the hiring was to take place then the Governors may at their absolute discretion repay to the Hirer an amount not exceeding 90% of the hiring fee.
6. The Hirer is required to have adequate Public Liability Insurance in place for the use of any Leicestershire County Council premises. Please tick below to confirm.

I/We already have Public Liability Insurance

By ticking the box above, the Hirer acknowledges that they hold Public Liability Insurance through a reputable provider and a copy of your insurance certificate to be provided to The Governors.

7. The Hirer agrees that if any provision of this hiring is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions and that if the Governors choose not to enforce any provision this will not constitute a waiver of their right to do so in future.
8. To comply in full with the following conditions and with the Special Conditions in Clause 9 below
 - i) The Hirer shall ensure that the number of persons attending their hiring/function is reasonable having regard to the intended use and the type of persons likely to attend and

in any event is within any maximum limits determined by the fire risk or health & safety assessment for the premises;

- ii) The Hirer acknowledges that they have been supplied with Health and Safety Information for the premises to be hired and that as responsible persons they must carry out their own fire risk assessment for the premises hired and provide the Governors with a copy;
- iii) No preparation is to be applied to the floors of the premises and any spillages or any damage to the premises or injury to any person occurring during the course of the hiring, must be reported to the Premises Officer/school as soon as possible. Any accident or injury must be recorded and the Hirer shall co-operate fully and assist the Governors in that connection;
- iv) There must be no interference with school equipment during the hiring and any furniture moved must be replaced and the premises must be left in a clean and tidy condition and clear of all rubbish. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted;
- v) Fires and stoves must be left safe with the minimum of fire burning and no adjustment or interference with any central heating system is allowed;
- vi) The premises shall be vacated at the end of the hiring time specified in the application to hire form or booking confirmation or at such later time as may be permitted by the Governors;

9. Special Conditions applicable to the hiring:

Public Entertainment/Licensing

Public (regulated) entertainment shall not take place on the premises nor shall, in any circumstances, intoxicants be brought onto the premises whether for sale or otherwise

Child Protection

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Criminal Record Bureau checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced CRB checks have been carried out on all persons and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

General

The Governors may cancel any hiring if the premises or any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School/Education Curriculum purposes or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid for the cancelled hiring.

The Hirer must not do or allow anyone attending their hiring to do anything on the premises which is or may become a nuisance to the Governors, the School or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other hiring's taking place.

The hiring is personal to the Hirer and/or the organisation that they represent and they agree that they will not sublet any hiring without the written agreement of the Governors.

The Hirer must not use the premises for any auction sale, trade, business or manufacture without the written agreement of the Governors or for any illegal or immoral act or purpose and the Governors reserve the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the hiring fee paid.

The Hirer shall ensure that any electrical appliances brought onto the premises and used there shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements.

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises other than with the written agreement of the Governors.

All vehicles parked on the school premises are parked at the owners risk and no liability is accepted for damage to such vehicles or their contents.

It is the responsibility of the Hirer to ensure that their staff has been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate.

Hirings

Health & Safety Information

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. Please find attached a risk assessment for the facilities you have hired, however it is your responsibility to amend these risk assessments, to take account of the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.
2. Located within the facility of hire are signs to indicate:
 - Fire alarm points
 - Fire evacuation procedures, routes, refuge point and assembly point.
 - Premises Officer's contact telephone number (sited in Community Lounge)
 - Toilet access.
 - Entrance and Exit access and security systems.

NB: There is no access to drinking water and you should ensure you have your own supply. There is no first aid available for your use and a first aid kit should be brought on to site by the Group Leader

3. In accordance with the premises Fire Evacuation Plan, you will be required to:
 - Keep a register of people in the building and people who leave early.
 - Familiarise all participants with the position of a phone, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
 - Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
 - You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.
4. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to the Head Teacher on the attached form so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Head Teacher as soon as possible (through the school office) who may require you and/or your participants to complete an accident form.