



# St Mary's C of E (Aided) Primary School

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## Conditions of Hire of School Premises

1. The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.
2. The use of the premises must not interfere with the proper working of the School or impair its efficiency.
3. The contract of the hire of the premises between the Hirer and the Governors of the School shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.
4. 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. The Governors may require hiring fees *to be* paid within 7 days of notification of approval.
5. In the event that the Hirer cancels the hiring, the following fees shall be payable by the Hirer at the Governors' discretion:-  
  
Not less than 42 days notice of cancellation – 25% of fees  
  
Not less than 28 days notice of cancellation – 50% of fees  
  
Less than 28 days notice of cancellation – Full fees
6. The Hirer shall indemnify the Governors of St Mary's C of E (Aided) Primary 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 being incidental to the Hirer's use of the premises.
7. The Hirer shall be responsible for loss of or damage to the School premises and contents therein, the property of the West Sussex County Council.
8. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).
9. The Governors do NOT hold Licences for (a) public dancing, music or any other public entertainment and (b) public performance of a play.  
  
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.
10. 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 hereby indemnifies the County Council against any breach of this condition.
11. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the Governors shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.
12. The Hirer shall be responsible for ensuring that any gaming or lottery which takes place on the School premises complies with the relevant legislation.
13. Use of the premises is limited to the accommodation hired, and necessary facilities such as toilets. Car parking is permitted in designated areas on the School premises subject to availability. No cars will be allowed on the school field, save with the prior written approval of the Governors.

14. Where permission is given for the use of the kitchenette areas this will normally be limited to the use of kettles and wash up sinks. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition. On no account may foodstuffs stored in the kitchens be used by the Hirer.
15. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of adult supervision who shall be present throughout the hiring.
16. The Governors reserve the right to require the Premises Manager 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.
17. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
18. No nails or screws shall be driven into walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises, including the use of sellotape, blu tack, drawing pins, save with the prior written approval of the Governors.
19. The laying of composition or other preparation on School floors is prohibited, save with the prior written approval of the Governors.
20. No smoking is allowed.
21. School furniture (other than chairs and tables in the hired accommodation) and equipment shall not be moved except by prior arrangement.
22. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.
23. 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 the use of the equipment is supervised by a competent person.
24. The Hirer will be responsible for providing any first aid facilities that the Hirer deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
25. 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 Governors.
26. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
27. The Governors reserve 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 Governors shall have no further liability to the Hirer. In the event of (ii) or (iii) any refund of hiring fees shall be at the discretion of the Governors.

# 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 cost in respect of:-
  - i. bodily injury or illness to Third Parties, including the County Council's servants and agents or Governors 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 minimum limit of indemnity of £10 million.

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### 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 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 cannot produce evidence of Public Liability Insurance including damage to West Sussex County Council property with a Limit of Indemnity of at least **£10 million**, 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.

## Hirer's 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 the difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £10 million (the lowest limit acceptable for use of West Sussex County Council premises) 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 or 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**

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 £50.00.

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 9% of the basic hire charge plus Insurance Premium Tax (IPT), levied at 5% of the insurance premium.

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 Risk Management Services Section at West Sussex County Council.