

### **TERMS AND CONDITIONS OF HIRE**

#### **Governing Body**

For the avoidance of doubt all references to “Governing Body” within the Terms and Conditions of Hire document means a Controlled school as defined by Article 2 of the Education and Libraries (Northern Ireland) Order 1986 and the Trustees of the school where the school is a Catholic maintained school as defined by Article 141(3) of the Education Reform (Northern Ireland) Order 1989.

#### **Hirer**

The Hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement. Where a prompting organisation is named in the application that organisation shall also be considered the Hirer and shall be jointly and severally liable hereunder with the signatory.

#### **Fees and Charges**

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Board of Governors.

#### **Duration of the Hire Period**

The Board of Governors shall determine in advance the duration of the hire period.

#### **Cancelling of Hiring by Board of Governors**

The Board of Governors reserves the right to refuse any application.

The right is reserved to cancel any hiring, without notice, where the Board of Governors considers it necessary for any cause outside their control.

The Board of Governors reserves the right to cancel this Hire Agreement at any time where the Hirer is in breach of the terms of this Agreement and no compensation shall be payable to any person in consequence of cancellation. In such event, the Board of Governors shall not incur

any liability to the Hirer other than for the return of any fee or the appropriate part of any fee paid in respect of the hiring.

### **Cancellation or Postponement by Hirer**

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Board of Governors.

### **Hired Area**

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Board of Governors.

The Board of Governors and Governing Body reserve to themselves, and their officers, the right to enter the hired area at all times on producing evidence of their identity.

### **Variation of Conditions**

There shall be no variation to the conditions of hire without the express consent of the Board of Governors.

### **Care of School Premises**

The Hirer is responsible for everyone who is on the school's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school's premises which are under the Hirer's control at the stated times. The Hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises.

No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The Hirer shall ensure that no persons using the permitted area wear shoes with stiletto heels or other footwear which may in the opinion of the Board of Governors be damaging to the floor surfaces of the hired area.

No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Board of Governors. Electrical apparatus must be switched off after use and plugs removed from sockets.

## Health, Safety and Condition of Premises

The Hirer/Hirers shall during the hiring be responsible for:

- (a) taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;
- (b) the efficient supervision of the hired premises and for the orderly use thereof including the observance of the Board of Governors' policy on smoking on school premises;
- (c) ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- (d) ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;
- (e) familiarising themselves and the users of the premises with the fire alarm positions, the locations of the fire fighting equipment and the establishment's exit routes;
- (f) ascertaining the location of the nearest emergency telephone;
- (g) the provision of a suitable first aid kit;
- (h) the administration of first aid;
- (i) **complying with the current Covid 19 guidance in respect of health and safety of family/community participants, social distancing and cleaning after the event.**

The Hirer shall at the end of the hiring be responsible for:

- (a) ensuring that the hired premises are vacated promptly and quietly;
- (b) ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state;

Failure to comply with these conditions may lead to additional charges.

The Hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Board of Governors and pay for any damage thereof (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the Hirer.

## Accidents

The Hirer shall immediately inform the Principal of the school of any emergency, accident or serious incident that occurs on the school premises. The Hirer will complete and lodge with the school an accident report form, a copy of which is attached herewith.

## Intoxicating Liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Board of Governors. Where such consent is given the Hirer must comply with the Licensing Laws and provide evidence of such to the Board of Governors.

## Smoking

There shall be no smoking on the school premises or the school grounds.

## Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Board of Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Council in whose area the premises are situated and all necessary regulations against fire are complied with.

The Hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Board of Governors or Governing Body are complied with;
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

## Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The Hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the Hirer shall fail to do so any permission previously granted by the Board of Governors to use the school premises shall be immediately cancelled and the Board of Governors shall have the right to recover fees, charges or any other payments referred to in this Hire Agreement.

The Hirer shall indemnify the Board of Governors and Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The Hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1T 3AB.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, Upper James Street, London W1F 59E.

Evidence that the necessary licences have been obtained must be supplied to the school at one week/month\* (*delete as appropriate*) before the letting.

## Gaming

No betting, gaming or gambling is allowed except in accordance with the conditions eg charitable bazaar, sale of work, fete, dance or sporting event of the Betting, Gaming, Lotteries and Amusement (NI) Order 1985 as amended by the Betting and Lotteries (NI) Order 1994 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.

## Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Board of Governors. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The Hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the school's premises are under the Hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Board of Governors will be entitled to charge the Hirer for any such loss, damage or breakage on terms to be approved by the school.

## Indemnity

The Hirer will be required to indemnify the Board of Governors and the Governing Body against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence/default of the Board of Governors and/or the Governing Body, their servants or agents.

## Insurance

The Hirer shall effect and maintain Public Liability Insurance in the minimum sum of £10,000,000.00 (ten million pounds). It is recommended that this insurance covers any liability arising from Covid 19.

The level of insurance cover shall be in respect of any one claim and without limit in respect of the number of claims made in any 12 month period of insurance, such insurance to be effected with a reputable insurance company and evidenced immediately upon any reasonable demand.

***Please note that neither the School nor the Education Authority accept any responsibility for any Covid-19 claims arising as a result of any act or omission on the part of the third party.***

## Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

## Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

## Exclusion of Liability

Except in so far as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the Board of Governors or the Governing Body will be responsible or liable in any way whatsoever to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) any damage or loss of any property brought on to or left upon the hired premises either by the Hirer or by any other person;
- (b) any loss or injury which may be incurred by or done by or happen to the Hirer or any person resorting to the third premises by reason of the use thereof by the Hirer;

- (c) any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;
- (d) Please note that neither the School nor the Education Authority accept any responsibility for any Covid-19 claims arising as a result of any act or omission on the part of the third party

and the Hirer shall be responsible for and shall indemnify the Board of Governors and the Governing Body, its servants and agents against all claims, demands, actions and costs arising from the Hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the Hirer.

### Miscellaneous

The Hirer shall comply with such additional conditions as the Board of Governors or Governing Body may require in writing, to be observed for a particular letting.

It is understood and agreed that the Board of Governors and Governing Body do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting, recreational or other purpose for which the Hirer intends to use them but rely entirely on the skill, knowledge and expertise of the Hirer in choosing so to use them and require the Hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport, recreation or other activity, or any other person is in danger of suffering injury, loss or damage.

### General

The Hirer and their agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.

The Hirer shall not sublet the hired premises or any part thereof and in the event of this conditions being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the Hirer and sub-hirer excluded from the hired premises.

Any notice or necessary action required in respect of this hiring may be undertaken by:

- (a) the Chairperson of the Board of Governors or their nominated representative.

The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Governing Body, the Chairperson of the Board of Governors and the Principal of the school or a person authorised by them.

Where the hire of the facilities is for a block period this shall be for no more than nine months for any period of hire and all periods of hire shall automatically terminate on the 30<sup>th</sup> June in each and every year.