



# Shared Use of School Premises Policy

May 2016

## **INTRODUCTION**

The Falcon Junior School Policy is based on the Norfolk Education Authority Policies and Procedures. It also incorporates the Falcon Junior School Lettings Policy (section 7 of this policy).

### **1. NORFOLK POLICY ON HIRING OF SCHOOL PREMISES – SCHEME OF SHARED USE**

**1.1** Children's Services is wholly committed to the principle of the shared use of school, college and other educational premises to optimise the use of educational facilities.

**1.2** Children's Services recognises that Governors and Headteachers, will develop individual guidelines to anticipate and determine the practicalities of achieving the shared use of facilities but sets out the following as a framework for the development of a policy within which all schools must work: -

- i. Schools, the Adult Education and Youth and Community Services are complimentary elements of Norfolk County Council provision. Whilst schools will clearly be regarded as the principle and major users of their own premises, the needs of the Adult Education and Youth and Community Services must also be taken in to account when determining shared use.
- ii. In the terms of the School Standards and Framework Act 1998, this policy framework applies to maintained schools only. However, Children's Services wishes to recommend these principles also to governors of voluntary schools.
- iii. Shared use of premises may only be undertaken when facilities are not directly required by students.
- iv. Schools should share with hirers the identification of the people responsible for the management and administration of the school's shared policy.
- v. Schools should agree the arrangements to be made with regular users of the premises to determine a programme for each academic year.
- vi. Schools should agree the arrangements for making casual bookings.
- vii. Schools should agree the method of informing hirers about the conditions of use
- viii. Schools should advise hirers of the arrangement for keys
- ix. Schools should advise hirers of the security arrangements which must be followed
- x. Schools should advise hirers of the arrangements if a school has to be temporarily closed
- xi. Schools should advise hirers of how the school will fulfil its health and safety responsibilities

## **2. CHARGING FOR SHARED USE OF SCHOOL PREMISES**

**2.1** Falcon Junior School will fix their own level of charge and are advised to charge, as a minimum, enough to cover their overheads for Caretaker costs, Energy and Wear & Tear, for use of the school premises outside of the normal school hours.

Caretaking staff

The payment of caretaking staff carrying out duties connected with the use of school premises, after 6.00pm Monday to Friday or at weekends, are made in accordance with National agreements. Details of this scale of payments are available from your HR contact in the Children's Services HR Team.

### **2.2** Polling Stations

Falcon may charge the returning officer to cover the additional costs incurred by the use of their premises outside of normal school hours. Invoices should be sent to the returning offices of the appropriate council.

### **2.3** Parish Council Use

The Local Government Act 1972 (Part IV Section 134) allows a parish Council to use a suitable room in school premises maintained by the Local Authority free of charge at all reasonable times.

Rooms may be used at the school for parish council meetings provided there is no interference with their use for educational purposes.

Any additional costs incurred by the governors for heating, lighting and caretakers overtime, and costs of repairs to any damage, will be charged to the Parish Council.

## **3. USE OF SCHOOL PREMISES BY OUTSIDE BODIES DURING SCHOOL HOURS**

School hours are deemed to be 8.00 a.m. to 3.30 p.m.

There are a number of examples of schools making part of their premises available to outside bodies during the school day. Such arrangements apply to pre-school playgroups, community uses etc. The following summarises the principles, which should apply to use.

- Any use of school premises by outside bodies during the school day should be carefully managed so as not to inhibit the smooth running of

the establishment the fundamental purpose of any school is to ensure the proper education of its pupils

- Children's Services already provides funding for use of the premises during the school day and as such there cannot be any subsidised lettings for part of the school premises during this time
- The school cannot enter a contract to lease part of the premises during the school day
- Where a school wishes to arrange a long-term use for part of its premises by a third party, then negotiation and the arrangement for a lease will be made through Children's Services – Transfer of Control Agreement.
- Shared use that takes place during the school day should only be charged for the additional costs incurred, which should be marginal, and any charge should only include specific additional costs that the school can identify. If such costs are identified these should form the basis of discussion with the hirer about an appropriate charge.

#### **4. APPLICATION FOR HIRE OF SCHOOL PREMISES AND CONDITIONS OF HIRE**

Falcon Junior School requires every hirer to complete an "Application to hire school premises form" (see Appendix 1) which includes a conditions of hire document (see Appendix 2).

#### **5. RISK AND INSURANCE**

It has been an insurance condition for several years that:

"Any loss arising as a direct result of a premises being left unsecured by a person entrusted to secure those premises, other than an employee of Norfolk County Council acting on the Council's business, or governor of the Insured (the school), or a professional security firm, will be uninsured."

This will cover such incidents as a theft from or vandalism inside the premises where the perpetrator did not have to break in because doors or windows had not been secured. It would also cover an incident where the hirer failed to set the intruder alarm, meaning that a break in would not be detected.

#### **Advice**

- The decision to hire on a "without caretaker" basis will be down to each individual school after assessing the potential risks they might be exposed to, and understanding the insurance condition above.

- Schools who hire on a “without caretaker” basis need to make an assessment of whether the person they are giving the key to is sufficiently competent, reliable and trustworthy that the premises will always be secured after the hire, meaning there is effectively no additional risk.
- Where possible, the hirer’s access needs to be restricted to just the part of the premises that they will need to use. Other parts of the school premises should remain secured and alarmed. An example could be sports changing rooms where the rooms have their own accessible external doors and so the rest of the school can remain locked and protected.
- Hirers must not be given intruder alarm codes or key fobs to set and unset alarm systems. It may be that the school intruder alarm can be zoned so that most of the school can remain alarmed while an unalarmed route through an area of low value contents is available for the hirer to access the relevant part of the building. In this instance, internal doors off the unalarmed route need to be locked although consideration must always be given for emergency evacuation routes.
- Consideration also needs to be given to which room or part of the building is used to allow as much as possible of the building to remain alarmed and locked.
- In the event that the only way that the hire can go ahead is if the hirer is given access to the intruder alarm system, then a decision should be made to not allow the hire.

Any school that has an issue with a “without caretaker” let can obtain further advice from the Risk and Insurance section at County Hall on 01603 224375 or email [insurance@norfolk.gov.uk](mailto:insurance@norfolk.gov.uk).

## **6. CONDITIONS OF HIRE OF CHILDREN'S SERVICES MAINTAINED SCHOOL PREMISES**

### **The conditions for hiring premises**

#### **6.1 Booking conditions:**

Falcon Junior School requires every hirer to complete an “Application to hire school premises form” (see Appendix 1) which includes a conditions of hire document (see Appendix 2).

## **6.2 Letting fees:**

Falcon Junior School will negotiate their own rates with hirers.

## **6.3 Health & Safety Conditions of Hiring School premises:**

### **Schools Responsibilities**

For the duration of the letting period Falcon Junior School will be responsible for ensuring the following provision:

1. Adequate means of escape in an emergency.
2. Adequate equipment available for use should an emergency situation arise. This should include;  
fire extinguishers  
first aid kit
3. Adequate heating, lighting and ventilation. This should include external lighting where required.
4. A point of contact will be advised at booking for when assistance required to deal with defects to school plant and equipment and ensure premises are secured.
5. Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

In addition to the above provisions, schools must ensure that hirers will have adequate supervision in attendance during letting periods.

Falcon Junior School will be required to carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

### **Hirer Responsibilities**

For the duration of the letting period the Hirer will be responsible for ensuring the following:

- i. Adequate supervision is available
- ii. Normal and emergency procedures are followed
- iii. The hirer will ensure that all relevant recruitment and vetting checks including DBS checks have been undertaken on staff who work with children
- iv. No school equipment, other than that specified at the time of letting, is used. School furniture shall not be moved by the hirer except by arrangement with the Caretaker or Custodian
- v. Hirers must have their own phone as no access to school telephone.
- vi. Familiarity with emergency equipment, such as fire extinguishers, fire alarms, first-aid facilities (to be provided by hirer)
- vii. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and

where to assemble. Consideration should be given to the needs of any disabled participants.

viii. Facilities and equipment are used in a responsible manner which does not compromise the safety of the users or the premises and equipment. This includes ensuring that;

- Alcohol is not consumed.
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Adequate walkways are available to allow free and easy access and egress.
- No gas cylinders or canisters are used inside the premises
- Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.
- Flammable and/or hazardous substances are not to be used.
- Nails, tacks, crews etc, shall not be driven into or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decorations of any kind shall be put up
- Footwear likely to damage floors is not to be worn
- Litter and property belonging to the hirer or his servants or agents is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer
- Alterations to lighting or heating systems is forbidden
- Parking must be in designated areas, leaving access for emergency vehicles

ix. Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.

In addition to the above provisions, hirers should be aware that it is their own responsibility to ensure the safeguarding and supervision of any children in attendance during letting periods.

## **Copyright**

The hirer or his servants or agents shall not infringe any copyright, or performing rights and undertakes to indemnify the County Council against the costs for infringement. Where the hire involves the use of sound recordings or music is played, groups might not be covered by the licenses purchased for the school premises. Primarily groups that are linked to the school and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being hired and the relevant licence purchased, if required. The School/ Lettings Officer will require from the hirer sight of the relevant licence(s) at the time of booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal).

## **Alcohol**

Alcohol shall not be consumed on the school premises except with the permission of the School Governors and will be subject to the conditions made at the time of the booking, and to the obtaining of such Justice's Licence as may be necessary.

## **Charges for sporting use**

The hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for pupils. If a hirer should require facilities of a higher standard then the hirer will be responsible for additional costs incurred by the school in meeting with special demands.

## **Disabled persons**

On those occasions when disabled persons are present on the premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises in the event of fire.

## **Use of premises for over night accommodation**

Premises used for overnight accommodation by Guides, Brownie groups, Boy Scouts and similar organisations, should have been previously inspected by the Fire Service to comment on the suitability of the premises for its proposed use. In addition to the above guidance, guidelines and recommendations for fire safety in premises used for temporary sleeping accommodation are set out below.

- i. A responsible adult who is familiar with fire evacuation procedures and escape routes from the building should supervise the children's sleeping area.
- ii. Adequate means of escape should be provided from the area used for sleeping accommodation - preferably only ground floor accommodation should be used.
- iii. If there is no provision for emergency lighting within the sleeping area and associated escape routes, sufficient hand lamps should be provided.
- iv. Access to the use of an exchange telephone should be maintained for emergency purposes to avoid any undue delays.
- v. The Fire Brigade should be notified regarding temporary use of premises as an additional precautionary measure.

## **Damage to Property**

The hirer undertakes to make good any damage to the property of the County Council caused by neglect or default of the hirer or organisation or their servants or agents (see **Note** concerning insurance below). In the case of

damage to sports fields, e.g. by heavy vehicles, the County Grounds Maintenance Manager would be responsible for the necessary repairs and for raising the appropriate account.

### **Liability of Hirer**

The County Council shall not be liable for any injury (including injury resulting in death) or damage to or loss of property, which shall or may occur to, or be sustained by the hirer, their assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring with the exception of injury (with the exception of injury or damage as may occur by reason of the neglect of the County Council or its servants or agents acting within the scope of their authority). The hirer will indemnify and keep indemnified the County Council, its servants from and against all claims and liabilities in respect of such injury or damage and all action, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability, claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomever (including injury resulting in death) and damage to and loss of property (whatsoever which may arise from, or in consequence of, the exercise or purported exercise of the hiring. (See **Note** below concerning insurance).

### **NOTE**

In the particular instance of damage to the County Council's property being caused by fire, the County Council's fire insurers will deal with the case and may have a legal right of recovery from the hirer. In view of the potential liabilities in respect to damage to County Council property, however caused, and any other liabilities, hirers are advised to arrange liability insurance.

### **6.4 Use of the kitchen, servery and exclusive-use dining areas**

Children's Services encourages the use of all kitchens, serveries and exclusive use dining rooms, but emphasises the need for close co-operation between the school and NORSE staff to ensure the satisfactory provision of the catering service.

Use of, and access to, kitchen, servery and exclusive use dining areas will be at the discretion of the Governing Body, in consultation with the Headteacher, subject to:

- **Restricted areas**

Certain areas specified in the catering contract will be off limits except to the Headteacher when accompanied by a member of the contract catering staff. Such areas would normally include food and cleaning materials stores, refrigerators and freezers. These areas will normally be kept locked with the keys held by the contract caterer. The

Headteacher will hold a duplicate set of all keys, in case of emergencies.

- **Access during service times**

During the service times laid down in the contract access to all areas should normally only be allowed when: -

- There is a justifiable need;
- The catering contractor is informed.
- Access does not interfere with the contractor's service.

Access must be allowed in case of an emergency.

Users must ensure that all conditions specified in the contract are met and that areas are left in the same condition they were found. The school may incur a charge if the contractor has to clean up after use by other persons.

The Governing Body, in consultation with the Headteacher may authorise and charge for lettings subject to: -

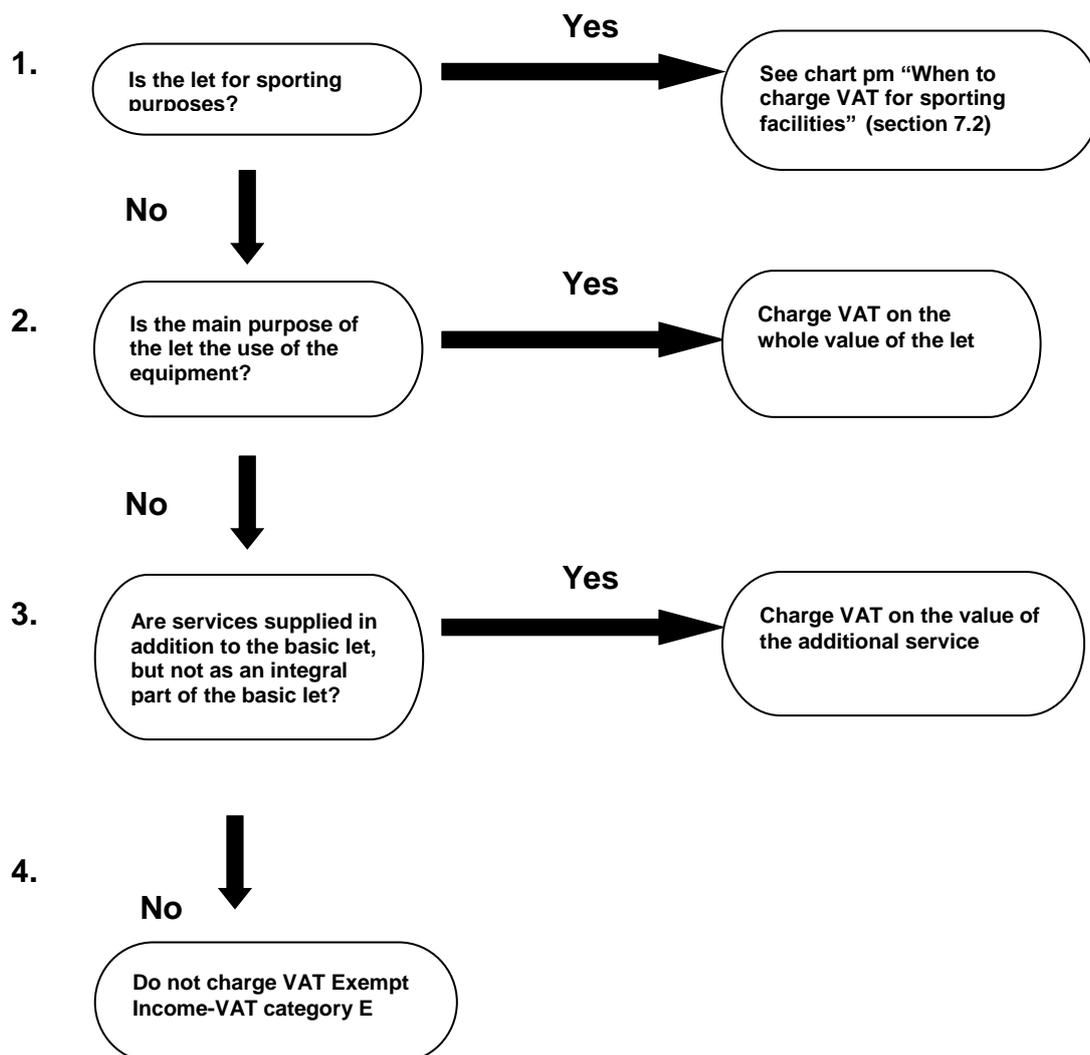
- i. informing the contractor prior to the let;
- ii. not allowing access to areas specified as restricted in the contract;
- iii. not allowing access during the service times laid down in the contract
- iv. persons intending to use the cooking and washing facilities having been given prior instructions by the contractor in their safe and efficient operation. The Headteacher may, on his/her responsibility, allow use without instruction if hirers are qualified to use facilities in accordance with Health and Safety legislation;
- v. the attendance of a contractor's representative at the beginning and end of any let over 24 hours. The charge for the let should reflect the additional cost of this to the school.

The charge made for a let will be at the discretion of the Governing Body, in consultation with the Headteacher, except where the hirer receives a subsidy from the Authority. For subsidised organisations the maximum charges are given in the Standard scale of letting charges.

The Headteacher should inform the hirer that they would be charged for any additional costs caused by the let, e.g. damage, breakage's or cleaning

## **7. VAT AND LETTINGS**

**7.1** The following chart illustrates the procedure for determining whether VAT should be charged on a letting. No VAT is charged for lettings within Norfolk County Council, this is outside the scope, VAT category (T). Letting to outside bodies when there is no VAT, because the income is exempt VAT category (E). The margin numbers refer to the notes that follow.



## Notes

1. Sporting purposes includes all types of physical recreation. For example, letting a Hall for a dance counts as a sporting purpose.
2. A let is only exempt from VAT if the primary purpose is occupation of the premises (or land) rather than the use of facilities it may offer. If the facilities are incidental, e.g. use of a blackboard in a classroom, the let will be exempt. However if using the facilities is the primary purpose, VAT is chargeable. Thus VAT should be charged where a room is equipped with computers is used for a word processing class. VAT is chargeable on the use of kitchen facilities where this is the primary purpose of the let.
3. Where services are incidental to the let no VAT should be charged. Thus VAT should not be charged on the cost of cleaning a room after a let. If services additional to the right to occupy the

premises are provided, VAT must be charged on these services. Examples of such services would be a lecture given by school staff, supplying a buffet or providing a car park attendant.

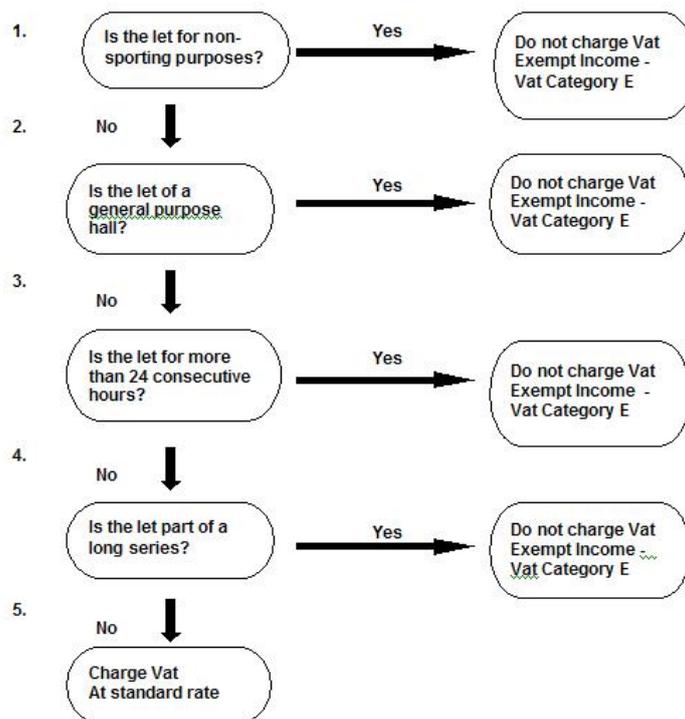
### Admission Charges

Where the school charges admission to an event e.g. a school play, these charges are subject to VAT. Thus if a school wanted to retain £2 per person they should charge £2.40 (the 40p being the VAT at 20%). This charging by the school should be distinguished from charging by other organisers for events held at the school. (See section 7.2 on "When to charge VAT for sporting facilities").

The school can avoid charging VAT by having the event organised by a Parent's Association. Thus the school lets the premises to the PTA. This let is exempt from VAT as the PTA is charging admission to the public. The PTA will only have to charge VAT on its admission charges if its total income from trading activities exceeds £64,000 (in 2007) per year. Trading activities include all income received for the provision of goods or services by the PTA, e.g. admission to events or funds from jumble sales etc. They do not include donations. VAT incurred by the PTA on other costs associated with the event may not be recovered when it is registered for VAT.

### 7.2 VAT and sports facilities

The following chart illustrates the procedure for determining whether VAT should be charged on a letting of sports facilities. The margin numbers refer to the notes, which follow.



## Notes

1. A let of sporting facilities for non-sporting purposes is exempt from VAT. Examples would be the let of a playing field for a fete or a gymnasium for a political meeting. Similarly, the let of sporting facilities for a sport, which those facilities were not designed, is exempt. Thus, the let of a sports hall for a dance would be exempt. However, if disco lights, mirrors etc. were put into the hall, VAT should be charged, as these facilities are designed for a dance.
2. A general-purpose hall contains no sports facilities or equipment beyond floor markings. Thus the hire of a school hall for badminton would be exempt if no equipment were provided. If nets were provided the whole let would be subject to VAT.
3. In order to be exempt the let must give continuous and exclusive use to the hirer for more than 24 hours. Thus letting a sports hall every evening for a week would not qualify, as the let is not continuous. Letting sports hall jointly to two clubs would not qualify as the let is not exclusive - both clubs should be charged VAT.
4. In order to qualify as exempt the following conditions must be met: -
  - The series must be 10 or more periods. There is no restriction on the length of the periods;
  - each period must be for playing the same sport and in the same place. A different pitch on the same playing field is acceptable;
  - the interval between each period must not be less than one day or no more than two weeks;
  - there must be evidence in writing of the series of lets. This must include a requirement to pay for the whole series, whether or not the facility is actually used every period. An exchange of letters or an invoice issued in advance of lets would be acceptable as evidence. A refund would not breach this condition if the facility were not available due to an unforeseen circumstance, e.g. a flooded football pitch;
  - the let must be to a school, club or association;
  - as with a let over 24 hours, the let must be exclusive.
5. **Provision of services** - If services are incidental, e.g. floodlights, showers or changing rooms, they are treated as part of the whole let. Thus if the let is subject to VAT so are the services. If the let is exempt so are the services. If separate services are supplied, VAT must be charged on these as described in **Note 4 of section 7.1 "When to charge VAT on lettings"**.

**For further information on VAT contact the Tax Manager, Corporate  
Finance, County Hall  
(direct dial 01603 222832/223177)**

**APPLICATION FOR HIRE OF SCHOOL PREMISES**

**PART ONE: ACCOMODATION REQUIRED.** (state number)

Name of School: \_\_\_\_\_

Artificial Pitch	<input type="checkbox"/>	Athletics	<input type="checkbox"/>	Classroom	<input type="checkbox"/>	Cricket Pitch	<input type="checkbox"/>
Floodlights	<input type="checkbox"/>	Football Pitch	<input type="checkbox"/>	Gym/Sports Hall	<input checked="" type="checkbox"/>	Hall	<input type="checkbox"/>
Playing Field	<input type="checkbox"/>	Specialist Rooms	<input type="checkbox"/>	Swimming Pool	<input checked="" type="checkbox"/>	Tennis/Netball Courts	<input type="checkbox"/>
Other	<input type="text"/>						

**PART TWO: HIRER DETAILS**

Name of Hirer: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Name of Organisation: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Additional Booking Dates: \_\_\_\_\_

Purpose of Hire:(if fundraising state where proceeds will be applied) \_\_\_\_\_

Schedule No:(if claiming subsidised use) \_\_\_\_\_ Subsidy Level: \_\_\_\_\_

**PART THREE: DECLARATION.**

I apply for use of the above accommodation and facilities and if my application is approved I will pay in advance all letting charges and agree to comply with the conditions overleaf. I have attained the age of 18 years.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

For office use only: Booking Confirmed  Lettings Register  Payment Received   
No. \_\_\_\_\_

Signed by the Head Teacher: ..... Date: .....

## **CONDITIONS OF HIRING SCHOOL PREMISES**

### **BOOKING CONDITIONS**

All letting fees shall be paid in advance by the Hirer. Specific bookings may be made for single lettings or repetitive lettings during periods of up to 28 days, defined as one month. In the case of repetitive lettings, the charge for each specific month must be paid in advance to cover the specific booking. A provisional booking may be cancelled by the hirer at any time, but a specific booking cannot be cancelled unless 14 days prior notice has been given by the hirer, where this period of notice has been given the fee relating to the cancelled booking may be refunded by the school. Where the school is obliged to cancel a specific booking for any reason other than the hirer's instigation the fee relating to the booking will be refunded.

### **CHARGES**

Schools may negotiate their own rates with hirer's.

### **USE OF PREMISES**

#### **School Responsibilities**

For the duration of the letting period schools will be responsible for ensuring the following provision:

- Adequate means of escape in an emergency adequate equipment available for the use should an emergency situation arise. This should include: Fire extinguishers, first-aid kit, access to telephone
- Adequate heating, lighting and ventilation. This should include external lighting where required.
- Safe Equipment and premises.
- Individual arrangements should detail which equipment should be used and which not.
- Assistants available on call to deal with defects to school plant or equipment to ensure premises are secured. Sufficient information given to hirers on operation of plant, equipment and emergency facilities. (This will include, for pool hire, copies of normal and emergency procedures)
- Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

In addition to the above provisions, schools must ensure that hirers will have adequate supervision in attendance during letting periods. For swimming sessions this will require evidence of valid life-saving qualifications being produced.

Schools will be required to carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

#### **Hirer responsibilities**

For the duration of the letting period the hirer will be responsible for ensuring the following:

- Adequate supervision is available. Normal and emergency procedures are followed
- No school equipment, other than that specified at the time of letting is used. School furniture shall not be moved by the hirer except by arrangement with the Caretaker or person holding custodianship for the time being e.g. a relief Caretaker.
- The hirer will ensure that all relevant recruitment and vetting checks including DBS Checks have been undertaken on staff who work with children and young people
- Familiarity with emergency equipment, such as fire extinguishers, alarms, telephone, first-aid facilities. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.
- Facilities and equipment are used in a responsible manner, which does not compromise the safety of the users or the premises and equipment. This includes ensuring that; alcohol is not consumed.
- Emergency exits, fire extinguishers, alarm points are not obstructed. Adequate walkways are available to allow free and easy access and egress. No gas cylinders or canisters are used inside the premises. Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.

- Any equipment or furniture moved by prior arrangement is to be replaced at the end of the period of hire.
- Flammable and/or hazardous substances are not to be used.
- Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.
- Nails, tacks, screws etc., shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decoration of any kind shall be put up.
- Footwear likely to damage the floors is not to be worn.
- Litter and property belonging to the hirer or his servants or agents, is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.
- Alterations to lighting or heating systems are forbidden.
- To park in designated areas, leaving access for emergency vehicles

### **COPYRIGHT**

The hirer or his servants or agents shall not infringe any copyright, or performing rights and undertakes to indemnify the County Council against the costs for infringement. Where the hire involves the use of sound recordings or music is played, groups might not be covered by the licenses purchased for the school premises. Primarily groups that are linked to the school and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being hired and the relevant licence purchased, if required. The School/ Lettings Officer will require from the hirer sight of the relevant licence(s) at the time of booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal).

### **CHARGES FOR SPORTING USE**

The hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for pupils. If a hirer should require facilities of a higher standard then the hirer will be responsible for the additional costs incurred by the school in meeting the special demands.

### **ALCOHOL**

Alcohol shall not be consumed on the school premises except with the permission of the School Governors and will be subject to the conditions made at the time of booking, and to the obtaining of such Justice's Licence as may be necessary

### **DISABLED PERSONS**

On those occasions when disabled persons are present on the premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises in the event of fire.

### **LIABILITY OF HIRER**

The County Council shall not be liable for any injury or damage to or loss of property, which shall or may occur to the hirer, his assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring, with the exception of injury or damage as may occur by reason of the negligence of the County Council, its servants or agents acting within the scope of their authority. The hirer will therefore need to ensure adequate insurance is purchased to indemnify the negligent actions of the group, its servants, assistants and agents resulting in a claim for injury and property damage\*to members of the group, the County Council or others entering the property.

\*Under the terms of the hire agreement with the County Council an insurance policy has been effected on the hirer's behalf by the County Council. This policy indemnifies the hirer against the costs arising from the claims for damage to County Council Property, which have resulted from the actions of negligence of the hirer. The cost of this insurance is included within the hire charges and the hirer will be responsible for the policy excess applicable.

**Please note that this is a NO SMOKING SITE**