

BRINKWORTH EARL DANBY'S SCHOOL
TERMS AND CONDITIONS OF LETTINGS

A. General

1. Educational and other statutory requirements take precedence over any other use.
2. Over 18's only may apply for permission to hire the premises.
3. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.
4. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. Governors may wish to make a separate charge for this use.
5. Access to Upper School shall be by the side door from the car parking area or through the playground gates if only hiring school grounds.
6. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
7. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.
8. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the walls or for any other purpose.
9. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought onto the premises.
10. Smoking is **NOT** permitted.
11. The school has a **ZERO** tolerance to illegal drugs. The Hirer will notify the police of anyone found in possession of illegal drugs.
12. The purpose of hiring must reflect the values of a Church of England School.
13. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the Governors or the person to whom the control of lettings has been delegated, and, if appropriate, the Licensing Authority. When a bar is provided and children present there should be an appropriate ratio of adults to children.
14. Attention is directed to the Children's and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
15. Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday preceding the weekend of the letting.
16. Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
17. Floors of Assembly Halls, Sports Halls, Drama Halls and Gyms are used for pupils' physical education classes and no substances are to be applied to the floors to prepare them for dancing or any other activities.
18. No footwear liable to damage floors and floor coverings should be worn on the school premises
19. Dogs, other than assistance dogs, shall not be allowed on the school premises.
20. The premises must remain continually occupied when doors are unlocked or windows remain open. The hirer will directly incur costs for any loss or damage that occurs as a result of the premises being left unlocked and/or windows left open while the premises are unoccupied. Heating must be switched off when vacating the premises.

21. The premises must be vacated promptly at the end of the period of hire.
22. No liability is accepted for property left unattended in the premises overnight or at any time during the period of the hire.
23. At the end of letting the premises must be left in a clean condition. Bins used must be emptied and rubbish taken away, not put into school dustbins.
24. A refreshment trolley may be available at Lower School Hall if booked in advance. Used crockery, cutlery and glasses should be left on the refreshment trolley provided.
25. There is not access to the School Kitchen

B. Fire and Safety Precautions

The maximum permitted number of persons attending any function in the LS Hall is limited by the fire authority to:

When used for dancing.	180
Functions utilising tables and chairs	100
Functions using chairs such as plays or meetings	180

1. The hirer should be aware of the position of telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire. Please refer to Fire Procedure: Lower School (in foyer of Lower School Hall); Upper School (in hall).
2. Before using the premises hirers are responsible for checking:
 - Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
 - Safety lighting is working satisfactorily
 - Seating and gangways are arranged in accordance with safety rules
 - Fire fighting equipment is available for immediate use
 - The maximum permitted number to be admitted is not exceeded
 - Familiarity with the layout of the building
3. In the event of a fire, or when the alarm sounds, the person in charge of the hired premises is responsible for calling the Fire Brigade. The addresses for the two sites are Lower School, Dauntsey Green, Chippenham. Wiltshire SN15 4HU and Upper School, School Hill, Brinkworth, Chippenham. Wiltshire SN15 5AX.
4. If there is a fire, or the fire alarm sounds, everyone should leave the premises ensuring that all doors are closed after they have been passed through. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry.
5. If anyone is missing, an organised search should be initiated. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for missing persons, no one should be allowed to re-enter the premises until authorised by the Senior Fire Brigade Officer present. No search should be undertaken if fire has taken hold of the area concerned. This should be left to the Fire Brigade.
6. There may be an opportunity to use the nearest fire extinguisher to attack the fire or to keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, fire fighting is always secondary to safety of life.
7. After the letting, the responsible person, or another authorised person will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and locked and any special fire instructions adhered to.
8. See the section titled “On Vacating The Premises” for the exit checklist.

C. Damage to Property

1. The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

D. Indemnity

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or Local Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
2. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors and the Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of a breach or default in complying with such provisions.
3. The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
4. The hirer shall be responsible for ensuring that appropriate licensing requirements are met.

E. Right of Entry

1. The Head, Governors, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

F. Failure to Observe Conditions

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.
2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

G. Responsibility for Property and to the Local Community.

1. The Governors shall not be responsible for goods, materials, clothing etc, brought into or left in the building by the hirer or persons acting on his behalf.
2. Cars parked on the school premises are left at the owners' own risk.
3. Hirers are to ensure that consideration is shown to the local community:
 - **Noise** should be kept to a minimum, particularly when vacating the premises late at night.
 - During functions the doors will be closed at all times. When doors are opened, noise travels and nearby residents will complain, which, if pursued could result in the loss of the Premises Licence.
 - **Parking:** Hirer's should ensure that consideration is shown to the local residents at all times. (Additional parking is available for Lower School at the Recreation Ground, Dauntsey opposite the end of "The Green." and in the lay-by next to the Village Hall for Upper School).

H. Statutory Requirements

1. The school has a Premises Licence. Music, singing, dancing and other public entertainment (copyright licences are not included) is permitted as follows: Monday to Sunday 8.00 am to midnight.
2. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the Justices of the Peace. Such a licence must be shown to the Governors representative before the letting date. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

ON VACATING THE PREMISES

To keep the premises safe and in good condition and ready for the next school day before **you leave the Premises you MUST:**

1. Wipe down any tables you have used.
2. Stack the chairs and tables and return them to where they were found.
3. Sweep the floor (at Lower School, the broom, dustpan and brush can be found in the right hall cupboard; at Upper School the broom, dustpan and brush can be found in the hall cupboard).
4. Clear up any wet spills and ensure floors are left clean and dry.
5. Make sure fire doors are shut and secure.
6. Ensure toilets are flushed, cleaned and tidy.
7. Ensure all toilet taps are turned off.
8. Make sure the windows are properly closed and locked.
9. Empty waste bins and TAKE YOUR RUBBISH HOME WITH YOU.
10. Switch off heating, if used.
11. At Lower School, if the refreshment trolley has been requested please return all used items to the trolley and ensure the urn and kettle are switched off and unplugged.
12. Turn off all lights.
13. MEET WITH THE RESPONSIBLE PERSON AT THE END OF THE LETTING AND ENSURE THAT THE PREMISES ARE NEVER LEFT UNLOCKED AND UNOCCUPIED AT ANY TIME.
14. At Lower School please ensure that the wooden picket fence gate, by the school entrance is left closed, padlocked and secure. At Upper School please ensure school gates are left padlocked and secure.

FAILURE TO COMPLY WITH THE ABOVE CHECKLIST CAN RESULT IN THE PREMISES INCURRING EXTRA COSTS. IF NOT COMPLIED WITH THEY MAY RESULT IN WITHOLDING PART OR ALL OF YOUR DEPOSIT.

Please ensure that you vacate the premises quietly with due consideration to the local community.

Thank you for your co-operation.