



# King Edward VI School

## Letting & Hiring

### General Terms and Conditions

**Please see Appendix 1 for additional measures to help prevent the spread of COVID-19**

#### 1. Availability

- (a) King Edward VI School buildings and facilities are generally available for hire when not required by the school or the Local Authority.
- (b) Use of these premises is subject to various conditions, regulations and charges.

#### 2. Application

- (a) Application forms (available from the Facilities Manager) should be submitted at least two weeks before the first day of the proposed use; in the case of block bookings, four weeks notice should be given. When the proposed use is during a holiday period, applications should be submitted at least two weeks before the end of term. The person signing the application form will be considered the user.
- (b) Applications will be considered on their merits, taking into account considerations such as the preservation of law, order, public safety and the availability of other suitable local accommodation, particularly that provided at public expense.

#### 3. General conditions

- (a) Cancellations
  - i. Cancellations should be made in writing at least one week before the proposed use; otherwise the user will still be liable for the standard charges. It should be noted by certain regular users that the cancellation and subsequent non-payment for one session in a series can result in VAT implications
  - ii. In exceptional circumstances it may be necessary for the school to cancel a booking. As much notice as possible will be given, generally not less than seven days, and where possible alternative accommodation will be offered
  - iii. The Local Authority and King Edward VI School will accept no liability in respect of commitments incurred by the user due to such cancellation
  - iv. Cancellations received with less than one week's notice may be subject to a cancellation fee of 50% of the standard charge
- (b) Charges – Letting fees are reviewed annually. Payment in advance and/or a deposit may be required.
- (c) Alcoholic drinks – express approval by the governors is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a license. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.
- (d) Insurance – It is the responsibility of the user to effect suitable public liability and other relevant insurance (e.g. Contents) cover. As a general rule cover up to £5

million is required for Public Liability. Organisations should also consider whether staff and helpers should be protected by personal accident insurance/employers liability etc. The Local Authority and King Edward VI School accepts no responsibility for any loss or damage, however caused.

- (e) Caretaking and Maintenance – the user is responsible for ensuring that premises are left in a clean and tidy condition, including replacing any furniture which may have been moved. Any additional expense, incurred by the school in the moving and replacement of furniture and equipment, or extra cleaning that may be necessary, in returning the premises to a satisfactory condition shall be recharged to the user.
- (f) Use of facilities
  - i. The user will be responsible for the proper use of facilities (specialist equipment is not generally available e.g. projectors, TV equipment etc. unless prior booking has been made) and must take all reasonable precautions to ensure that there is not damage to the fabric of the buildings, furniture and fittings and school equipment; the user shall be responsible for making good any damage to premises and property. No fixtures or fittings should be made to the fabric of the building without prior approval.
  - ii. Under no circumstances must the hirer use any ladders or climbing equipment which is owned by the school. If the hirer wishes to bring their own equipment, they must ensure the user is trained and competent to use the equipment.
  - iii. The user must use only that part of the building hired and must observe any instructions given by the Caretaker concerning the area available. The user is not entitled to use or enter the premises at other than agreed times, unless prior arrangements have been made in writing with the Business Office
- (g) Car Parking – users need to be aware that parking is made available only on the basis that it is at the vehicle owner's risk and the school and Local Authority will accept no responsibility for damage howsoever caused to vehicles and other property while the user is on the school site.
- (h) All statutory requirements, including those relating to health and safety matters, must be observed. School specific requirements must also be complied with. In all cases, the user must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition. Any specialist cleaning or disinfection required as a result of the user's activity in the premises will be the sole responsibility of the user. The cost of any maintenance or repair work which is necessary because of the user's activities will be borne by the user.
- (i) First Aid/Health & Fire Safety
  - i. It is the responsibility of the user to provide first aid equipment and trained personnel. If use is outside of school hours the user must also carry out their own fire drills and organise their own fire procedure, including calling the Fire Service if a fire is suspected or has been seen, identifying an assembly point and carrying out a check of users

- ii. Fire appliances must not be removed or tampered with other than for fire fighting purposes
- iii. The user will ensure that their activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The user is responsible for drawing up specific evacuation plans for any disabled people
- iv. Smoking is not allowed in any part of the school premises – this includes e-cigarettes.
- v. All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate. Lower voltage equipment must also be safe and in good condition
- vi. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring
- vii. In the event of a fire during school hours the Fire Notices should be adhered to. Out of school hours the user should call the Fire Service and evacuate the building. Users should not re-enter the building until the all clear has been given by the Fire Service.
- viii. The user shall not allow so many users into the premises as to exceed the seating and/or dancing capacity of the premises declared in the agreement. Even if the stated capacity is not exceeded, the user will not use the space provided in such a way as to create conditions of over-crowding or to impede safe and effective escape from the premises in an emergency
- ix. The user shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting
- x. All scenery, costumes and drapes used for stage performances or the like should be of a fire resistant material
- xi. The Headteacher reserves the right to have a member of school staff present throughout the letting and to put a stop to any event that is not properly conducted
- xii. The user is responsible for providing access to a mobile telephone for emergency purposes. The user must contact a representative of the school as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school will provide a contact number for such emergencies
- xiii. In the event of an incident, fire or near miss the user will be required to complete a County Council Incident Report form. These can be obtained from the Facilities Manager at the school. A copy of the completed form must be returned to the Facilities Manager as soon as possible after the incident.
- xiv. Schools are not responsible for undertaking risk assessments for users activities although the user may undertake their own and review as appropriate, reporting any findings to the school
- xv. Users must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities. Where the user is providing a service endorsed by Suffolk County Council then national competence standards and the Children and Young Peoples Services

(j) Child Protection

- i. Should children be present, adults must directly supervise them at all times
- ii. If the hire involves activities with or for young people under the age of 18, or vulnerable adults, then Enhanced Criminal Record Bureau checks must be

obtained on all adults working with the young people/vulnerable adults. The school reserves the right to see evidence of the checks having been made. The hirer must also provide a nominated person trained to deal with any Safeguarding incidents. The name of this person should be made available to the school and any incidents must be reported to the relevant authorities. Please contact the Business Manager or Facilities Manager at the school for further guidance.

(k) Licences

- i. The user is responsible for ensuring that any necessary licences required for a particular event have been obtained, such as Public Entertainment, Theatre, Performing Rights or Cinematograph licences.
- ii. If any works are necessary to comply with regulations in connection with the Licences, the user must discuss these with the school and may be required to pay all or any charges for such works.

## **Appendix 1      COVID – 19**

The Leadership Team and & Governing Body at King Edward VI School are continuously monitoring Government and Public Health England's guidance in respect of the spread of COVID-19 in order to react to the dynamically changing situation. This is so that that we can maintain the health and safety of our staff, students and visitors to the site. We will review and adapt our measures in order to maintain safety, in accordance with this guidance.

### **The School will:**

- Work alongside all hirers to maintain the required standard in order that they can operate, if it is deemed safe to do so
- Advise all hirers as soon as possible should local circumstances, or national guidance deem it unsafe to operate
- Maintain a high standard of cleanliness around the site, particularly areas that are regularly touched
- Display handwashing information around the site, provide handwashing facilities in toilets and sanitiser dispensers at entrances

### **The Hirer will:**

- Provide a Risk Assessment and ensure measures are in place in order to facilitate safe operation, in accordance to Government guidance and specific guidance relevant to individual hirer's operation; as may be dictated by their governing body
- Ensure nobody displaying COVID-19 symptoms enters the building  
The main symptoms of COVID-19 are:
  - a high temperature
  - a new, continuous cough
  - a loss or change to sense of smell or taste
- Encourage all persons entering the buildings use the handwashing facilities or hand sanitiser
- Ensure that attendee displaying COVID-19 symptoms leaves the school site immediately, or is isolated until they can be collected and notify the school at the earliest opportunity. The individual must take a COVID-19 PCR test and follow the NHS Guidance with regards to isolation and track and trace.