



LETTINGS

TERMS & CONDITIONS OF USE

These terms and condition, together with the booking form to hire the school, shall constitute the contract between MR School & hirer(s)

Application

1. Application for hire must be made on the booking form provided which will form the basis of a licence to use Mark Rutherford School premises.
2. If an organisation is hiring the accommodation both the organisation itself and its members are jointly and severally liable under this agreement.
3. The hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
4. This agreement is personal to the hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the hirer and authorised by the school.

Cancellation

6. There will be at least one week's notice, in writing to the Lettings Co-ordinator, for any cancellation of a booking made by the hirer. Cancellations made after this date will be charged at half the booking fee.
7. The school reserves the right to cancel any licence at any time in the event of the school requiring any hire property for school purposes or for any other reason which is considered necessary by the school. **This may be at short notice.**

Force Majeure

8. Neither party shall be liable to the other for any loss or damage, which may be suffered by the other party due to any cause beyond reasonable control. This may include, without limitation, any act of God, inclement weather, failure or shortage of power or fuel supplies, flood, fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of telecommunications operators, internet services providers, government or highway authorities, public or other competent authorities disturbance of the peace, riot, war and military operation.

Payment

9. The fee is payable in full upon signing this agreement.

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Company Number. 8316719



10. Payment must be made at least 24 hours before the event takes place unless previously agreed by the Governors. A deposit of £50 is required for Lettings other than sport.
11. The hours of Hire **MUST** include time preparing for the event and clearing up.
12. Hires will be charged for additional work not undertaken by the Hirer at the end of the let e.g. removal and replacement of furniture, apparatus, equipment, etc. Cleaning will be carried out by our Site Agent at a charge of £29 per hour should the accommodation not be left in similar condition at the end of the letting period to that found at the start. An invoice will be raised as soon as costs are known.
13. During the winter months a supplementary heating charge may be made if the Hirer has sole use of the premises at the weekends or when the school is not otherwise in session.
14. The charges of Hire will be those in force on the date Hire. If charges are increased between the date of application and the actual date of Hire, then supplementary charge will be made.
15. The hirer shall be responsible for all damage caused and shall indemnify the school against all loss, damage and expense unless due to the negligence of the school and any such damage shall be reported immediately to the school.
16. Any damaged caused to the accommodation (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the school within seven days of a written demand.
17. The hirer shall indemnify the school against all and any expenses, liability, loss, claim and proceedings arising in respect of personnel injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the school's negligence.
18. The hirer shall obtain insurance against legal liabilities to third parties (including the schools) with a limit of indemnity of a least £5 million for any one incident.

The Premises

19. Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
20. The hours of Hire **MUST** include time preparing for the event and clearing up.
21. Smoking is not allowed anywhere on site or within 100 yards from the schools gate.



22. This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable: kitchens and catering equipment shall not be used.
23. **Sports Hall/Activities Hall** Outdoor shoes must not be worn in these two areas. A regulation five-a-side football must be used for this event. **All equipment must be returned to its original storage position and the facilities must be left in their original condition**
 - 001 No footwear shall be worn in this area and food or drink to be consumed inside this hall.
 - Drama Hall** No food or drink to be consumed inside the hall.
24. Vehicles are not allowed on the grass or the school playing fields unless by prior agreement with the school. Any damage resulting will be subject to a charge to the Hirer.
25. Hirers should note that the changing facilities must be left in a good condition at the end of the letting – litter should be removed, muddy boots should not be worn inside nor cleaned in the shower, the schools strict no smoking policy applies.
26. Hires are reminded that spectators as well as active participants are bound by the Condition of Hire.
27. The Site Manager or Lettings Co-ordinator may be forced to cancel the letting of sports pitches because of poor grounds conditions.
28. Animals (except for guide dogs) are not permitted on the school site.
29. Vehicles are parked on the school site at their own risk. The school cannot accept any responsibilities for damage or theft.
30. The Hires should familiarise themselves with the escape routes and the position of fire alarms and fire extinguishers. They should ask the School Site Agent to show them these. A map of the school site should be given to every Hirer. The Site Manager and Assistant Site Agent, who both resident on the site, also have a telephone.
31. The Hirer shall agree that should the accommodation be required for a school function or by Authority or if maintenance of the grounds/premises is necessary, then alternative accommodation or dates will be offered to the Hirer, or if agreement cannot be reached then the Hire fees will be refunded.
32. No intoxicated person shall be admitted or allowed to remain on the schools premises.
33. The Governors will only allow the use of the schools premises for activities which they consider consistent with the character of the building and the educational purpose for which they are provided.



34. The Governors and the Local Education Authority will not accept any responsibility for any loss or other expenses incurred by the Hirer. In the event of the cancellation by Governors or the Local Education Authority of the Hire.

Performing Rights and Licences

35. No copyright work shall be performed in the accommodation without licence of the copyright owner and the hirer shall indemnify the school against any penalty or sanction for any copyright infringement that may occur.
36. The hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
37. The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the school.
38. No alcoholic drinks shall be brought onto the accommodation except where the school agrees otherwise and where a licence has been obtained.
39. No film or video shall be shown in the accommodation or taken in the facilities without the school's prior consent.

Health and Safety

40. The Hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precaution and procedures in existence.
41. No addition, adaptation or alteration of the electrical installation shall be carried out nor shall any material be affixed to the schools walls without permission from the Site Agent. Hirers are responsible for ensuring that any electrical equipment which they ring onto the site complies with normal health and safety standards. The school has no liability for any electrical equipment brought onto the school site.
42. Animals, other than guide dogs are not permitted on the school premises.
43. No intoxicated person shall be admitted or allowed to remain on the schools premises.
44. The hirer shall leave the accommodation in a clean and orderly state.
45. The disposal of any refuse from the use is the responsibility of the hirer.
46. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the Criminal Records Bureau if working with children under 18 or vulnerable adults, even if this is supervised.
47. In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.



48. All clubs/organisation hiring the facilities must have the following policies in place:

- Health and Safety
- Quality Assurance
- Child Protection (if working with children)

Preservation of Order

49. The hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.

50. The school does not accept any responsibility for any articles of property left by the hirer, their guests, agents or any member of the public on the hired property during the period of the hire.