



## **GENERAL RULES GOVERNING THE USE OF PREMISES AT PFI SCHOOLS BY THIRD PARTY ORGANISATIONS**

For the purposes of these conditions:

“Company” means Building Learning Communities.

“Hirer” means the person, group of persons, company hiring the school premises.

“Premises” means any of the designated and agreed buildings, play areas, sports pitches of School Sites forming part of the Rotherham Schools PFI project.

“Management” means the Company General Manager or the project facilities management company Haden Building Management Ltd, their representatives and employees (which shall include the school caretaker).

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### **1. Use of premises**

Use of premises is subject to the following rules and to standard conditions incorporated in the letting agreement.

### **2. Equal opportunities**

Premises shall be open to all members of the community regardless of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

### **3. Applying to use the premises**

- i) Application for use of premises shall be made to the General Manager, Building Learning Communities. Initial enquiries may be made using the telephone but the Company can only agree to and confirm bookings made using the approved application form. Applications must be submitted at least 14 days prior to the date of the hire unless otherwise agreed with the Company.
- ii) The Company will consider each application on its merits.

If the Company reasonably believes that a proposed letting is likely to result in crime or disorder, or that it might undermine the rights and freedoms of others (such as the right to privacy or the right to religious freedom) then the Company reserves the right to refuse any application for use of the premises.

The following terms and conditions will apply to all lettings:

- Threatening or abusing rights protected under the Human Rights Act is prohibited
- Advocating or inciting racial hatred, racial discrimination, racial superiority or racial segregation is prohibited
- If requested by the Company, the hirer must be able to produce a suitable public indemnity insurance policy. Failure to do so will entitle the Company to refuse the application.

The Head Teacher and Board of Governors of the school concerned may refuse an application for use of the premises if it is reasonably believed that the proposed use is likely to alienate the school's partners or supporters or is deemed to be counter to the policies and aims of the school.



- iii) All arrangements for use of premises are subject to the Company reserving the right to cancel bookings where the premises are required for school or centre use or are rendered unfit for the intended use.
- iv) The school or partner organisations shall normally have priority use of the premises.

#### **4. Maximum capacity**

At no times may the maximum capacity figures for the premises be exceeded.<sup>1</sup> The hirer may only use the premises agreed within the hiring agreement and no other without prior agreement from the Company.

#### **5. Safety requirements**

Nothing shall be done which will endanger the premises, users of the premises and policies of insurance relating to the premises and contents. In particular:

- i) obstructions must not be placed in gangways or exits, nor in form of emergency exits, which be immediately available for free public egress;
- ii) fire fighting equipment shall be kept in its proper place and only used for its intended purpose;
- iii) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the General Manager of the Company at the earliest possible occasion;
- iv) activities involving danger to users and the general public shall not be undertaken;
- v) highly inflammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (eg polystyrene, cotton, etc) shall be undertaken or erected without the prior consent of the Company;
- vi) no unauthorised heating appliances shall be used on the premises;
- vii) the Company shall be informed of any accident or injury occurring during use of the premises;
- viii) all electrical equipment brought onto the premises shall comply with the Electricity at Work Regulations, 1989. The Company disclaims all responsibility for all claims and costs arising out of any such equipment that does not so comply.

#### **6. Supervision**

The person hiring the premises or in charge of the activity associated with the hire shall not be under 18 years of age and shall be on the premises for the entire period of the hire or duration of the activity. Where this is not possible, an agreed deputy must be there instead. The person in charge shall not be engaged in any duties which prevent him or her from exercising general and appropriate supervision.

#### **7. Intoxicating liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Company, whose consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.



## **8. Betting, gaming and lotteries**

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the persons or organisations responsible for functions held on the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **9. Recorded music licence**

It is the responsibility of any user group which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

## **10. Storage**

The permission of the Company must be obtained before goods or equipment are left or stored on the premises.

## **11. Loss of property**

The Company cannot accept responsibility for damage to, or the loss or theft of, users' property and effects.

## **12. Car parking**

Cars shall only be parked in appropriate or designated places. No cars shall be parked so as to cause an obstruction at the entrance to, or exits from, the premises. Where parking accommodation is provided and available, this must be used and in all cases, users of the premises should avoid undue noise or disturbance on arrival and departure.

## **13. Nuisance**

- i) Litter shall not be left in or about the premises;
- ii) Except in the case of trained guide-dogs for the blind, dogs shall only be permitted on the premises in connection with organised activities for which written approval has been given by the Company;
- iii) Hirers and organisers of events or activities are responsible for ensuring that the noise level of their activity is not such as to interfere with other activities within the premises not to cause inconvenience for the occupiers of nearby houses and property.

## **14. Cleaning and security**

All use of premises is subject to the users or hires accepting responsibility for returning furniture and equipment to their original position, and for securing doors and windows of the premises as directed. All users shall also leave the premises and surrounds in a clean and tidy condition.

## **15. Refusal or Cancellation of Booking**

The Company reserves the right to refuse any application or to cancel or terminate any booking for any reason whatsoever without being bound to give any reason for doing so. The Company will not, as a



result of the exercise of this right, incur any liability for breach of contract or otherwise or be held liable for any expenses incurred by the Hirer, either directly or indirectly arising out of such a refusal, cancellation or termination, provided the power to cancel or terminate any booking shall not be exercised unreasonably and any charge or an appropriate part thereof will be refunded, subject to Condition 4.

## **16. Breach of Regulations**

If any booked period or period of hire is cancelled or terminated by the Company as a result of a breach of any of these conditions (as to which the decision of the board of directors of the Company shall be final) the Hirer shall remain liable for the charges due up to that time, but without prejudice to any claim which the Company may have against the Hirer out of such breach or otherwise.

## **17. Cancellations**

In the event of the Hirer cancelling or failing to take up any part of the booking period, the following cancellation charges will apply:

Cancellation charges for bookings cancelled on the day = 100%  
Cancellation charges for bookings cancelled within the week = 50%  
Cancellation charges for bookings cancelled within the month = 20%

## **18. Accident/Injury**

The Hirer will indemnify the Company against all claims, demands, actions or proceedings of whatsoever nature in-respect of any death or injury sustained by any person (except death or personal injury caused by the negligence or breach of statutory duty of the Company, its servants, agents or employees), which shall occur whilst such person is on any part of the Premises of the Company hired to the Hirer (or used by the Hirer).

Lifting and moving of equipment and furniture is at the Hirer's risk. No liability will be taken by the Company.

## **19. Insurance**

If required by the Company, the Hirer will effect an insurance policy in a sum specified by the Company, with an insurance company approved by the Company, and produce evidence thereof on demand.

## **20. Damage to Property**

The Hirer will be held responsible for any damage caused to the Premises hired to or used by the Hirer, other than normal wear and tear, and will pay reasonable charges levied by the Company in respect of such damage, will indemnify the Company against all claims, demands, actions or proceedings in respect of any damage to the property of any third party, whether on or off the Premises hired to or used by the Hirer, in either case, where such damage is caused by negligence or deliberate acts on the part of the Hirer, its visitors or guests.

The Hirer agrees to pay the Company on demand the cost of repairing or making good any damage to the Premises arising out of or incidental to the hiring or for the loss of any equipment included in the hiring.



## **21. Structural Alterations**

The Hirer shall not carry out any alterations to the building, nor fix or make fixings for any apparatus, equipment or decoration without prior permission from the Management.

## **22. Conduct and Control**

The Hirer is responsible for:

The administration, organisation and running of a particular event or activity. Special arrangements can be made with the Management where help is required and any supervision, labour, or attendance provided by the Management must be paid for.

The supervision and control of all visitors, guests, spectators and officials.

Leaving all Premises in a clean and tidy condition.

Preventing any betting being conducted within the Premises or its immediate surroundings.

Preventing any nuisance, damage, annoyance or disturbance to the Company or to other persons using the Premises or to the owners or occupiers of neighbouring premises.

Having sufficient officials and/or stewards to fulfil these conditions.

## **23. Animals**

Animals are not admitted into the Premises without express permission of the Manager (with the exception of Guide Dogs).

## **24. Broadcasting**

No person may bring into the Premises any filming, recording or broadcasting equipment without the permission of the Company which may be granted subject to such conditions as the Company see fit to impose.

## **25. Catering**

All catering arrangements (including the supply of drinks) must be made through the Manager unless otherwise agreed. No organisation may undertake its own catering in any form except with the permission of the Manager.

## **26. Alcoholic Drinks**

The consumption of alcohol is confined to licensed areas within the Premises, where such a facility exists. Under no circumstances should alcohol be consumed on the Premises without a licence.

## **27. Licences**

It is the responsibility of the Hirer to make applications for any licence required for any event within the Premises. The Hirer indemnifies the Company from any liability arising from the failure of the Hirer to obtain the appropriate licence for its event. (The Hirer should note that certain types of event require an Entertainment Licence).



# Building Learning Communities

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<sup>1</sup> Maximum capacity figures will be made available at the time of application for use of facilities.