



St Martin's School

Terms and Conditions for Lettings

St. Martin's School (Buildings & Site) is a No-Smoking also E-Cigarette's Area

Contents

- 1. General**
- 2. Opening Times**
- 3. Billing & Charges**
- 4. Cancellations**
- 5. Hiring/Hires**
- 6. Vehicles**
- 7. Health & Safety**
- 8. Conduct**
- 9. Standards and Safeguarding**
- 10. Maximum Numbers for lettings**
- 11. Use of Swimming Pool**
- 12. Licences**
- 13. Maximum Numbers for the Halls**
- 14. Site Tour**
- 15. Lost Property**
- 16. Addendum**

Contact Details

Lettings Administrator
Mobile
Email

Mark Lee
07909 229368
mlee@st-martins.essex.sch.uk

1. General

- (a) It is the responsibility of the Hirer to ensure their members or guests abide by these Terms and Conditions.
- (b) St Martins School comply with all applicable laws and the Hirer must comply with the law of the land.
- (c) The Hirer must not sublet to another party.
- (d) Use of School premises for a letting must be agreed in advance by both the Hirer and the School. A letting is only confirmed after the School has received a fully completed application form and is satisfied that all conditions of the letting will be met as evidenced by return of the application form signed by the School.
- (e) The Hirer will be responsible for their own insurances, risk assessments and First Aid for the activities they are undertaking in line with current statutory Health and Safety legislation.
- (f) The Hirer or any persons that they are responsible for must not interfere with any safety equipment or measures that have been put in place by St Martin's School, its Head Teacher and Governors.
- (g) It is the duty under the terms and conditions of Hire for the Hirer to act in a safe and responsible manner and not undertake any unsafe act that may cause loss or injury to any St Martin's School staff or pupils.
- (h) Failure to comply with these conditions may result in hire agreements being cancelled immediately by the Head Teacher.
- (i) The Hirer recognises that School use of the premises takes priority when necessary and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Further, essential maintenance works can only take place during school holidays and these may lead to premises being unavailable at certain times. The School will give as much notice as possible when these affect the hire.
- (j) The Hirer should show consideration to other Hirers, School staff and students on site, and be cooperative when using shared spaces e.g. playgrounds and car parks.
- (k) Representatives of the School shall, at all times, have free access to the facilities for the purpose of inspection.
- (l) The sub-letting of any school facilities is prohibited.
- (m) Only people associated with the letting are allowed on site.
- (n) No animals other than guide dogs are allowed on site.
- (o) Bonfires are not permitted on the School grounds
- (p) Barbeques are not permitted on the School grounds
- (q) Smoking (including E Cigarettes) is strictly prohibited within any part of the school site. This includes all buildings and grounds. The Hirer is responsible for enforcing this rule.
- (r) Chewing gum is prohibited in the 3G synthetic grass pitch area.
- (s) The use of portable heaters, fires and stoves is not permitted.
- (t) If agreement is given for the use of the School kitchen or Food Technology areas, all applicable regulations must be observed.
- (u) No structural alterations to the premises, equipment, fixtures or fittings are permitted.
- (v) Temporary electrical installations must have the agreement of the Lettings Administrator and comply with all applicable regulations including being PAT tested.
- (w) The School will close on all public holidays in addition to Easter weekend, Christmas Eve and New Year's Eve.
- (x) St Martin's School, an Academy Trust, is a member of the Department for Education's risk Protection arrangements (RPA). Has appropriate public liability insurance and any other insurance policies required by law

- (y) The School will not, without the Hirer's written approval:
- Disclose any confidential information of the hirer to any third party (Including the existence or terms of the contract for hire);
 - Make any public announcements of any kind regarding the hirer or the Contract of hire;
 - Make any use of the intellectual property of the hirer.

2. Opening Times

- (a) Lettings may take place:
- i. Monday 6pm to 10pm
 - ii. Tuesday to Friday 6pm to 10pm
 - iii. Saturday 8am to 6pm
 - iv. Sunday 9am to 1pm
 - v. An Early start time can be granted if you have written permission from the lettings administrator.
- (b) The letting start time is when the hirer may access the pitch/building and the vacate time is when the hirer must leave the pitch/building and then leave the premises. No extra time will be granted for cleaning up etc.
- (c) The agreed period of hire must include any time needed for set up and dismantling.
- (d) When the use of showers is required the letting must finish 15 minutes prior to closing.
- (e) The school gates are automatically locked at 10:15pm and will re-open at 6:30am. Between these times gates will only be opened for the emergency services.
- (f) The deliveries entrance (North Site by tennis courts) must not be used by Hirers at any time.

3. Billing/Charges

- (a) Regular bookings will be billed monthly in advance. Invoices must be paid within 30 days. For other bookings payment must be made at least 14 days prior to the date of the hire. In the event of payment not being received the letting and any future bookings may be cancelled. Payment may be made by cheque, which should be made payable to St Martin's School. Payment may also be made by Direct Bank Transfer (BACs), on application to the School Finance Office. Please pay the amount stated on the invoice. Any credits will show on the following month's invoice.
- (b) Standard rate VAT is payable on all sports facilities lettings including the 3G Pitch, unless the letting meets the 10 sessions rule and the associated VAT regulations, in which case the lettings will be exempt. A cancellation may break the series and result in VAT being chargeable on all the lettings. Full VAT regulations are available on the HMRC website.
- (c) Letting charges payable shall be reviewed annually on the 1st January to take effect from 1st April and shall be the higher of:
- 1%
 - Or the annual increase in the RPI (Retail Price Index)
- (d) The Hirer shall be required to pay for any breakage, losses or damage to property or equipment or any other asset belonging to the School caused by the Hirer or any persons for whom the Hirer is responsible.
- (e) The charge payable by the Hirer includes an amount to cover payment for standard caretaking duties. The user is expected to adhere to the agreed times or, subject to a member of the site staff being available, be prepared to pay additional overtime. If

additional work (such as moving furniture to or from a specific room/ area or a specific layout) is required, whether foreseen or not at the time of booking, the user will be required to meet the extra costs, which will incur VAT on the whole charge. It cannot be assumed that staff will be available unless prior agreement has been made.

- (f) Any over running of sessions will incur a late charge of £20; persistent over running may result in the cancellation of the letting.
- (g) Invoices are generated at the beginning of each month for that month. Invoices must be paid by the 5th of the following month if no payment has been received a reminder will be sent via email and you will have 7 days to pay the invoice. If no payment has been received your hiring will be suspended or cancelled and you will not be allowed on the school site till the invoice has been paid in full. A late payment charge of £10.00 will be issued if invoice are not paid by the 5th of the following month. Seasonal Hirers Must pay within the 30 days of the invoice date or your hiring will be cancelled.
- (h) If on the day of play the Hirer deems the accommodation is unusable the School must be informed in writing within 2 working days to enable consideration of a refund.
- (i) Flood light Charges automatically apply from the 1st September till 1st April 6pm till 10pm; 1st April till 30th April 7pm till 10pm; 1st May till 1st September is on request by the hirer, or at the Discretion of the Lettings Administrator.
- (j) Under 16 clubs will have a 10% discount on all hiring's

4. Cancellation

By the Hirer:

- (a) Cancellations by the Hirer are subject to 5 working days' written notice.
- (b) On receipt of 5 working days' notice the full fee will be credited against the following months invoice for regular users or reimbursed for casual users.
- (c) Failure to provide such notice will result in a 50% fee being charged for the session/booking duration.

By the School:

- (d) If cancellation is required by the School 5 working days will be given where possible, other than in cases of emergency where notice will be given as soon as possible.
- (e) Should any of the facilities be unfit for use due to adverse weather conditions then the school will notify the Hirer by 12pm at the latest on the day of the letting.
- (f) Should any of the facilities be unfit for use due to other difficulties, the school will in the first instance seek to offer alternative accommodation and, if this is not suitable or not possible, offer a full refund.
- (g) The 3G/MUGA pitch cannot be used in the snow and will not be available until all the snow has cleared by the school. If the school is unable to offer a suitable alternative a full refund will be given.
- (h) Although extremely unlikely, the School reserves the right to cancel any letting without supplying a reason. Under these circumstances **only**, the fee will be credited against the following month's invoice or reimbursed for casual users. The School cannot be responsible for any additional expenses incurred.

5. Hiring/Hirers

- (a) The Hirer shall be responsible for the behaviour and conduct of all people (members of a club, general public, employees, etc.) who come onto School premises for their letting. The School is aware that it is a member of the community. As such we take our responsibilities to our neighbours very seriously and require all users of our premises to do the same. We

would particularly emphasise the importance of maintaining low noise levels and avoiding parking where this will inconvenience local residents.

- (b) School staff will monitor the facilities but neither they nor the School Governors shall be responsible in any way for property, belongings, or vehicles, which are brought on site for the letting.
- (c) The facilities shall not be used for any purpose other than that for which permission has been granted, nor shall any areas of, or furniture/equipment in, the School but not included in the Hire Agreement be used without express permission; in such cases an extra fee will be payable and future bookings may be cancelled.
- (d) All individuals, groups or organisations hiring St Martin's School property **must** have and supply evidence to the School of Public Liability Insurance (& Employers Liability insurance where appropriate) with a minimum limit of indemnity of £5m for any one incident to cover claims arising out of negligence. This applies irrespective of whether the Hirer is a non-commercial or commercial undertaking. Proof of cover must be provided before the letting is agreed. A booking will not be accepted past the expiry date of the Insurance Certificate.
- (e) Alcoholic drinks may not be brought on to the premises while the school is in session and children are present, and all empty containers, crates etc. must be removed from the premises before school resumes after the hiring has taken place.
- (f) Alcoholic drinks may not be sold on the premises.
- (g) Hirers should not eat or drink in specialist rooms which include the gymnasium, drama studio, computer rooms and science labs.
- (h) No guarantee is given in respect of the number of chairs/ tables available. The hirer may only use school furniture or school equipment which is located in the area hired. No transfer whatsoever of equipment or furniture may be made from one area to another without written permission from the School.
- (i) A Hirer may require a specific arrangement of furniture and / or equipment for their activity. Moving the furniture/equipment to achieve such a layout is the responsibility of the Hirer, as is the reinstatement of the furniture/equipment to its original position at the end of the activity.
- (j) Should additional furniture or equipment be required by the Hirer the school may require additional payment which will be included in the invoice.
- (k) On days when school is in session, no article (such as equipment, pianos, tables, flowers, etc.) may be delivered at the school before 4.30 p.m. on the day of use, unless arrangements are made with the Lettings administrator/Site Team Leader for their earlier delivery.
- (l) The Hirer will, at all times, take responsibility for the care of the School premises, sports surfaces, equipment, changing rooms and the toilets.
- (m) The Hirer or his accredited representative must be in attendance at all times during the period of the hire.
- (n) The School is not responsible for the way its facilities or equipment is used by the Hirer, nor the quality of coaching or supervision of hire groups, unless coaching or supervision is a specifically stated inclusion in the agreement.
- (o) Suitable footwear must be worn on the School premises. Studs & blades should not be used on the MUGA
- (p) The Hirer is not permitted to mark out any additional pitches on the Sports Field, playground or MUGA.
- (q) Stakes or similar markers must not be driven into the ground.
- (r) All goals must be put back after use
- (s) During examination periods, the school may need to leave equipment in the area of hire; under NO circumstances are these items are to be moved, any damages will be charged to the Hirer.
- (t) No decorations, real flame, smoke or smoking, pyrotechnics or fireworks, pulsing light (stroboscopes), lasers, firearms or any potentially hazardous action on apparatus, animals,

vehicles or aircrafts are allowed on the school site unless detailed information of the above has been given to the lettings administrator to request permission for the said item.

6. Vehicles and Parking

- (a) Vehicles are left in the School car park entirely at the owners' risk. No responsibility can be taken by the School for any damage or theft to vehicles sustained whilst in the School grounds.
- (b) Motor vehicles must not be taken on to school playing fields except in an emergency.
- (c) The Hirer is responsible for controlling entry to the facility.
- (d) The Hirer is responsible for organising parking for all visitors, which must be in designated areas only.
- (e) The Hirer is permitted to use the official parking area on the school site, the South Car Park, parking within designated parking bays during the period of the letting.
- (f) Parking where double yellow lines are displayed is not permitted. In addition, there are other areas of the school where parking is not permitted for reasons of safety and these areas must never be used.
- (g) Vehicles must not be left on the school site outside of the period of the letting; to do so will risk vehicles being locked in at the end of the letting period.
- (h) Consideration of separating vehicles and pedestrians on site should be considered by the Hirer where the activity poses additional risk.
- (i) In the interests of safety please drive slowly within the School site.

7. Health & Safety

- (a) The Hirer should be aware of the appropriate action to be taken in the event of fire or other emergency. The lettings Administrator, or a member of the site team will brief the Hirer on the procedures to be followed.
- (b) A risk assessment will need to be completed by the Hirer. The risk assessment must include all equipment relevant to the activity whether owned by the School or the Hirer. The School's Site Team Leader will consider the risks and proposed controls and must be satisfied that the activity does not present an unacceptable level of risk.
- (c) The Hirer will be responsible for their own insurances, risk assessments and control measures for the activities they are undertaking in line with current statutory Health and Safety legislation.
- (d) Neither the Hirer nor any persons for whom they have a responsibility interfere, modify or damage any safety equipment or measures that have been put in place by St Martin's School, the Head Teacher and its Governors.
- (e) It is the duty under the terms and condition of Hire for the Hirer to act in a safe and responsible manner and not undertake any unsafe act that may cause loss or injury to any St Martin's School staff, pupils or visitors.
- (f) It is the duty of the Hirer to report any loss or damage, near miss or potential hazard to the Site staff or Lettings Supervisor.
- (g) The Hirer must have an HSE approved accident book which can be obtained from WWW.HSE.gov.uk or reputable stationers.
- (h) The Hirer will be responsible for the reporting and recording of all serious or fatal incidents that occur and are reportable under RIDDOR regulations to the HSE as a result of their activities. They MUST send a copy of the Accident/Incident report to the Health and Safety Officer at St Martin's school.
- (i) Whilst it is advisable to have a trained first aider on site throughout the duration of the letting, the Hirer MUST have a First Aid Kit on site for the entire period of their letting.
- (j) All statutory requirements relating to health and safety matters must be observed.

- (k) School specific requirements must be complied with.
- (l) In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period.
- (m) In accordance with the fire premises Fire Evacuation Plan, you will be required to:
 - I. Keep a register of people in the building and people who leave early, so in the event of a fire alarm all persons can be accounted for.
 - II. Familiarise all participants with the position of fire alarm points and fire assembly point.
 - III. Ensure you have made specific arrangements to evacuate participants using wheel chairs from the building.
- (n) All passageways and exits shall be kept free from obstruction at all times.
- (o) The Hirer should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.
- (p) In the interests of safety, no glass, whether bottle, jar or drinking glass is allowed on the School site.
- (q) No items of a flammable or explosive nature or any article producing an offensive smell shall be brought onto the School premises
- (r) The Hirer shall provide a sufficient number of stewards as may be necessary to ensure adequate and efficient supervision of the users during the letting.
- (s) The Hirer is responsible for providing access to a mobile telephone for emergency purposes.
- (t) The Hirer must contact a representative of the School as soon as practicable in the event of an emergency that puts the School premises or School property at risk.
- (u) All Hirers are responsible for alerting the School (premises staff) to any unsafe conditions (including equipment, lighting and playing surface condition, etc.) and for preventing their group from using or continuing to use equipment or facilities while in an unsafe condition.
- (v) Any accidents or injuries occurring on the premises arising out of any perceived deficiencies in the condition of the equipment or facilities must be immediately reported to the School (premises staff).
- (w) Electrical equipment used by the Hirer but not provided by the school must have the agreement of the Lettings Administrator, and comply with all applicable regulations including being PAT tested.
- (x) Any damage or deficiencies in equipment or facilities must be reported to School (premises staff) before leaving the School.

8. Conduct

- (a) The Hirer is responsible for ensuring that guests leave the premises, including the car park area, in a quiet and responsible manner having due regard for the local residents. On departure there must be NO beeping of car horns or shouting.
- (b) The Hirer will be responsible for the maintenance of good order at all times during the hire period, including spectators.
- (c) The Hirer should not cause any nuisance, including offensive language to other users, residents in neighbouring properties, school staff and the general public.
- (d) Any loudspeakers must be moderate so as not to cause a nuisance to other users, residents in neighbouring properties, school staff or the general public.
- (e) The Hirer is responsible for ensuring that the neighbours to the sports field and the MUGA are not unnecessarily disturbed; this includes excessive shouting and bad language

9. Standards and Safeguarding

- (a) Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
- (b) It is the responsibility of the Hirer to ensure they have followed the requirements for Disclosure and Barring Service (DBS) checks with regard to any personnel coaching or supervising children or vulnerable adults,
- (c) If children are present, a responsible adult must directly supervise them at all times. The Hirer must ensure sufficient supervision by a suitable number of responsible adults is undertaken whilst a playing field or sports area is in use.
- (d) CCTV is in operation at all times for the security of the school, staff, pupils, visitors and hirers.

10. Cleaning

- (a) The Hirer shall be responsible for leaving any facility hired in a clean and tidy state ready for school use
- (b) This includes ensuring that all plastic bottles, cans and other litter has been removed from site or left in the litter bins provided.
- (c) Agreement that the facility is in a satisfactory state can be given by the member of the school staff who is on duty for the letting.
- (d) If there are difficulties in achieving a satisfactory state of cleanliness, then the School must be notified in advance so that a quotation can be given for cleaning staff to be made available.
- (e) Should the facility not be left in a clean and tidy state the school reserves the right to bring in any necessary cleaning staff, including specialist cleaners, and charge these costs to the Hirer.

11. Use of Swimming Pool

Whenever organisations are permitted to use the school swimming pool, the following persons shall be in attendance throughout the whole of the period during which the organisation makes use of the pool:

- (a) Where the depth of water exceeds 1 metre – a qualified life saver and one other adult who shall also be a swimmer.

12. Licenses

- (a) Normal licensing laws relate to these premises.
- (b) No intoxicating drink may be brought onto the School premises without the prior agreement of the Lettings Administrator.
- (c) Temporary Event Notices (TENs) are required for regulated entertainment (e.g. live and recorded music and performance of dance). No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed on the premises unless the necessary licence has been obtained. It may be that blanket PRS (Performing rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this must be cleared in advance with the School.
- (d) No alcoholic drinks may not be brought on to the premises while the school is in session and children are present, and all empty containers, crates etc. must be removed from the premises before school resumes after the hiring has taken place.

- (e) No alcoholic drinks may be brought onto the School premises without the prior agreement of the Lettings Administrator.
- (f) Alcoholic drinks may not be sold on the premises.
- (g) Should it be agreed by the Lettings Administrator that alcoholic drinks may be served during an event then under the Licensing Act 2003 the Hirer is responsible for obtaining a Temporary Event Notice (TENS) from the appropriate bodies

13. Maximum Numbers for the Halls

South Hall:

- Closely seated audience: 285 persons
- Seated at tables: 187 persons

North Hall:

- Closely seated audience: 187 persons

The Hirer is responsible for ensuring that the numbers attending the function do not exceed that quoted in the application or the capacity of the venue.

14. Site Tour

- (a) The Hirer will be expected to tour the premises prior to the final agreement to hire the facilities. During this visit school representatives will familiarise the Hirer with the following: fire alarm call points, fire assembly points, parking, toilets and contact numbers.
- (b) All paperwork will be completed on the day of the tour.

15. Lost Property

- (a) St Martin's School accepts no responsibility for any articles or property lost during the hire.
- (b) Articles of lost property should be handed into the premises staff at the School.

16. Interpretation of Rules

- (a) The School must be consulted in advance if there is any doubt about the interpretation of any of the above.