

TERMS AND CONDITIONS OF LETTINGS

1. General Conditions

- a) Cancellations or alterations must be notified to St John's as soon as possible and with a minimum of **48 hours notice**. Failure to adhere to this will result in a full charge for that date.
- b) Premises are let as they normally stand and no alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation except with the authority of the Premises Site Manager. Any special requirements such as additional seating are to be requested on the application form and paid for as appropriate in addition to the basic hiring charge. Stage lighting shall not be used unless special approval is given and a competent operator is available.
- c) All passages, stairways and exits to which the public have access shall, at all times when the public are on the premises, be kept free from obstruction.
- d) Posters or placards will not be permitted on the premises except on boards provided for the purpose.
- e) No bolts, screws, nail or tacks shall be driven into any part of the premise; neither shall any adhesives be used on walls.
- f) 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 into the College.
- g) Smoking is not permitted.
- h) The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.
- i) No intoxicating liquor shall be sold, supplied or consumed without the consent of the Director of Logistics.
- j) Attention is directed to Sec. 12 (1) of the Children and Young Persons Act, 1993, which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.
- k) No dogs, other than guide dogs for the blind, shall ordinarily be allowed in school buildings or on the school premises (this includes the grounds).
- l) Any electrical equipment intended for use at the accommodation must be in good working order, and to have been PAT tested within the last year.. If there is any obvious risk, equipment will not be accepted onto the premises.
- m) St John's School is a 'nut free' environment, do not bring products containing nuts onto the site.

2. Fire and Safety Precautions

- a) Briefing: Persons in charge of activities should ensure that they are aware of the position of telephone, escape routes, fire alarms and fire-fighting equipment to ensure the safe evacuation of buildings.
- b) Fire Instructions –
Before Use: the person in charge is responsible for ensuring that:
 - i. Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
 - ii. Safety lighting is working satisfactorily.
 - iii. Seating and gangways are arranged in accordance with the safety rules. Gangways must be at least 1.1m in width and sited to conform with means of escape; any seat must not be more than 3.66m from a gangway measured along the line of seating.
 - iv. Fire fighting equipment is available for immediate use.
 - v. The maximum permitted number of persons to be admitted is not exceeded.
 - vi. Persons in charge of activities are familiar with the layout of the building, fire escape routes and where to find and how to use a telephone in case of emergency. In the Event of a Fire: the first duty of all concerned is to prevent injury or loss of life.
 - vii. The Community Host or Receptionist is responsible for calling the Fire Brigade when the alarm sounds.
 - viii. If there is a fire or the fire alarm sounds everyone should leave the building ensuring that all doors which are passed through are closed behind them. On arrival outside the building a check should be made to ensure that all persons are present.
 - ix. No one must be allowed to re-enter the building until the Senior Fire Officer or St John's Premises Staff Member present gives permission.
 - x. There may be an opportunity in the event of a fire for an attack to be made upon it with the nearest extinguisher but fire fighting must always be secondary to life safety.

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After Use: persons in charge should check that there are no apparent fire risks. All electrical appliances such as workshop machinery, cookers, kilns (when not firing) and lights should be switched off and all doors and windows should be closed when leaving the building.

3. Damage to School Property

- a) The hirer shall repay to St John's, on demand, any additional staff costs resulting from the use of the grounds or premises by the hirer and the cost of reinstating grounds or reinstating or replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by the reason of the hiring.
- b) No footwear liable to damage floors may be worn in the school buildings.
- c) The premises must be left in a clean and tidy state, as found at the commencement of the letting.

4. Indemnity

- a) **Against Personal Claims:** The hirer shall indemnify the school 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 the period of hire or prior or subsequent thereto 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 St John's, its agents or servants, or any defects in the premises or of an act of God or the Queen's enemies.
- b) **Statutory Provisions:** Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with St John's strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by St John's applicable to any letting and to indemnify and save harmless St John's, its officers and servants from all penalties, damage and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.
- c) **Public Performance of Copyright Work:** The hirer shall indemnify St John's against any claims, demands, actions or proceedings arising out of the infringement of copyright, etc, during the period of hire of the premises. The transmissions of oral or visual reproduction of anything, which is taking place in St John's or of any commentary thereon by any means is prohibited, except with the previous written consent of St John's.

5. Rights of Entry

The Headteacher or representative shall in pursuance of their official duties have free ingress and egress to and from the hired premises and instructions must be given by the hirer for their admission.

6. Right of Refusal

St John's reserves the right to refuse any application for use of premises and to refuse admission to, or to remove from the premises, any persons.

7. Failure to Observe Conditions

If the hirer fails to observe or perform in any respect, or secure the due observance or performance by others of the provisions of St John's Terms and Conditions and any notes attached hereto St John's may without notice terminate the hirer's rights under the agreement and effect the immediate vacation of St John's. Such termination shall not release the hirer from any of his obligations under the agreement, or affect any right or remedy which St John's may have under the agreement or otherwise, and St John's shall be entitled to retain for

it's own use and benefit any monies paid by way of deposit and to sue for an balance outstanding. Termination of any activity may be requested in these circumstances by the Business Director or representative.

8. Responsibility for Property

Neither St John's nor its officers shall be responsible for goods, materials, clothing etc, brought into on left in the Building. Cars are parked at owners' risk.

9. Cancellation of Hiring

St John's reserves the right to control any booking in the event of the accommodation being required in connection with a Parliamentary, County or Municipal Election; for such extraordinary or specific civic or educational purposes as St John's may from time to time think fit, or for any other reason at its discretion. In

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the event of any such cancellation, St John's shall refund the charges already paid for the hiring of the premises, and the hirer may be offered an alternative date or dates, but in any event, St John's shall not be liable by virtue of such cancellation, for the payment of any compensation whatsoever.

10. Interpretation

St John's decision as to the interpretation of the conditions shall be final and conclusive. Educational and other statutory requirements will take precedence and no application which will interfere with the educational functions of the premises or maintenance of the premises will be approved.

NOTES RELATING TO THE LETTING OF PREMISES

1. The notes are deemed to be part of the Terms and Conditions of Letting.
2. Before submitting an application the hirer should visit St John's in order to ascertain that a suitable room with the required facilities is available on the required date.
3. Applications should be submitted to the Excalibur Premises Administration Manager not less than three weeks before the proposed date of use.
4. Statutory Requirements
 - a. Music, Dancing and Singing Licences: Public music, singing and dancing can only take place in premises which have suitable licence/s. Hirers requiring accommodation for this purpose must ascertain from the Director of Logistics if there is such a licence and, if so, what its conditions are. Applicants must observe the conditions of such licence which, amongst other things, place limits on the hours during which the activity can take place and on the maximum number of persons who can be present in the licensed accommodation.
 - b. Stage Play Licences: Public performances of stage plays, etc, can only take place in premises which have a Licence issued under the Licensing Act 2003. Hirers requiring accommodation for this purpose must ascertain from the Director of Logistics if there is such a licence and, if so, what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
 - c. Bar Licences: Intoxicating liquor can only be sold in premises that have suitable license/s issued under the Licensing Act 2003. Hirers requiring accommodation for this purpose must ascertain from the Director of Logistics if there is such a licence and, if so, what its conditions are. Applicants must observe the conditions of such licence which, amongst other things, place limits on the hours during which the activity can take place and on the maximum number of persons who can be present in the licensed accommodation.
5. The charge for the use of Tennis Courts/Playing Fields/Hard Playgrounds shall include the use of toilets.