

Facilities Hire Terms and Conditions

Ratified by Governors:	Mrs S Moses
Signature:	<i>S. Moses</i>
Date:	10.08.20

Ratified by SLT:	Mr R King
Signature:	<i>R King</i>
Date:	10.08.20

Committee Responsible:	Full Governing Body
Author:	Mr P Heap
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Version	Date	Comments	Author
02	04.04.17	To include Safeguarding of changing rooms	ENI
03	20.10.17	Updated to include, Prevent, fire procedure and dog free site	ENI
04	01.02.19	To include log of attendees	PHE
05	01.02.20	Updated mobile numbers. Addition of legislation guidance documents	ENI

Conditions of Hire and Use

“The School” means Cockermouth School.

“The premises” means the building and grounds which the hire or use of facilities takes place.

“The hirer” means the person and organisation who has submitted an application to hire or use facilities.

Cockermouth School regards Child Protection as an essential task of **all** its staff, governors and visitors/volunteers who come into School. We are committed to protecting and safeguarding students in School. There is no place for extremist views of any kind in our School, whether from internal sources – students, staff, visiting adults, governors etc. or external sources – School community, external agencies or individuals. Any prejudice, discrimination or extremist views, including derogatory language, displayed by students, staff, visitors or parents will always be challenged and, where appropriate, dealt with. We encourage our whole School community to respect the fundamental British values of democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs.

All hirers must comply with the following conditions. Failure to do so may result in the withdrawal of the booking and forfeiture of any charges already paid. Where specific codes of practice exist, e.g. for particular sports or other activities in affiliation with a national or governing body, these should be adhered to.

Activities must be confined to the times and areas of the premises which have been approved and all areas used should be left as found. The hirer shall not transfer, assign or sub-let any part of the premises or equipment hired.

The use of kitchen facilities and services may be permitted in certain circumstances and may require the presence of the School’s Catering Contracts staff for which an appropriate charge will be levied. If an activity involves the use of kitchens for teaching purposes then the tutor must hold an appropriate qualification or certificate in food hygiene. Catering Services can be provided by the School Catering Contractors and will be charged according to requirements. For further information please contact the Bookings Team.

Hirers wishing to use the Eco Centre kitchen area must ensure that the facility is left in a clean and tidy state. Basic equipment is available although hirers must bring their own tea, coffee, tea towels etc.

The use of equipment (e.g. pianos, gym equipment, PC equipment, OHP, screens, flip charts etc.) may incur additional charges and is subject to approval of the Booking Team. Hire of the School stage is not permitted unless prior agreement has been sought.

Bookings of a coaching/teaching nature will only be granted where the appropriate coaching qualifications from the recognised sport or coaching body or association are held. The School reserves the right to inspect such qualifications.

‘Child Protection Legislation (Children Act 2004)’ requires the hirer of the facilities to be responsible for ensuring that all groups that contain minors will be supervised in accordance with this legislation and that any vulnerable adults will be supervised in accordance with the Safeguarding Vulnerable Groups Act of 2006. Additional legislation and guidance that hirers should be aware of include:

- The Children Act 1989.
- The Children and Social Work Act 2017.
- The Safeguarding Vulnerable Groups Act 2006.
- Working Together to Safeguard Children 2018.
- Keeping Children Safe in Education 2019.
- GDPR and the Data Protection Act 2018.
- Information Sharing: Advice for Practitioners 2018.
- Sexual Violence and Sexual Harassment Between Children in Schools and Colleges 2018.
- Childcare Regulations 2018.
- Childcare Act 2006 (as amended in 2018).

It is the responsibility of the hirer to ensure that the correct clothing and footwear are worn for specific activities. Indoor non-marking soles and, for outdoor activities, appropriate outdoor studded boots, Astroturf shoes or track shoes are mandatory. Cultural differences and the specific needs of disabled people will be respected.

Portable electrical equipment may only be used in the premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard. It should be noted that this may be audited at any time during the let period. Information on PAT testing certification can be obtained from the British Standards Institute.

The hirer shall appoint a competent and responsible person “person in charge” who shall be present and in charge during the period of use. An adequate number of competent persons are required for supervisory duties, who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of the facilities granted by the School. Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits is maintained during the period of use. The person in charge will be responsible for completing and signing any attendance log.

The hirer is responsible for any damage to the School’s property and for the conduct of the members of the organisation/club during the period of use. Alterations to the premises, such as the fixing of apparatus and equipment or decoration are prohibited unless agreed in writing by the School. Repairs required as a result of damage to the premises will be charged to the hirer. The School will accept no liability for accidents on the premises. Damage to property and injury to persons during the time of use should be notified immediately to the Site Management Staff, Reception Staff or Booking Team where possible.

The Bookings Team or Site Management staff will be responsible for informing the hirer and person in charge of any uncontrolled hazards which may pose a risk to the members of any group using the facilities, and which may not be readily identifiable by the hirer and person in charge (e.g. damaged flooring, blocked access routes or other hazards which may be of a temporary nature due to construction works etc.).

The School will not be liable for any damage, injury or loss of property brought to or left in the premises or the premises’ car park by persons using the premises.

It is the responsibility of the hirer to arrange for First Aid Facilities/Personnel throughout the duration of the hire.

The hirer and person in charge must acquaint themselves, and everyone in their care, with the fire procedures and fire exits. Persons in charge should be aware of the location of the nearest telephone in case the premises telephone is not immediately available. A register or log of attendees must be maintained at every session and be available at the fire assembly point should it be required.

On discovering a fire, the following action should be taken:

1. Sound the alarm using the nearest break glass point.
2. Dial 999 to call the fire brigade.

On hearing the fire alarm, the following action should be taken:

1. Leave the building by the nearest available exit.
2. Close all doors behind you.
3. Report to the person in charge at the assembly point on the back yard in front of the astro turf pitch.
4. Do not take risks, stop to collect any personal belongings, use lifts or re-enter the building for any reason unless authorised to do so.
5. A log of attendees should be made available to the person in charge at the assembly point and any persons missing reported immediately.

The hirer shall be responsible for securing any permits required for the performances of copyright work. The School will not be liable for any damages and expenses claimed by any person or company as a consequence of the performance of copyright work for which the user did not obtain a license from the Performing Rights Society or any other appropriate licensing body. With any hire involving the sale of goods, the hirer is responsible for ensuring that the correct licence, if required, is obtained.

The hirer is prohibited from granting broadcasting rights without the prior written consent from the School. The School reserve the right to be party to any negotiation and to the terms and conditions reached. The School will reserve the right to stipulate how the premises shall be referred to in all literature and publicity. Third party advertisement within the premises is prohibited without prior written approval by the School.

Subject to the conditions imposed by the School, alcohol may, on certain occasions, be served, *not sold*, in the premises. The hirer should contact the Booking Team for advice.

The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the hirer for the let has obtained any necessary permission, i.e. from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period.

The hirer shall indemnify the School against all costs, expenses, liabilities, injury, loss or damage howsoever arising due to any act or omission of the hirer, or any of their agents, volunteers or staff in connection with the hire of the premises or the activities carried out during the period of let.

The hirer must obtain and maintain in force a policy of public liability insurance to cover such indemnity. Such insurance shall be for the minimum sum of £5 million in respect of any one incident. The hirer must exhibit to the School on an annual basis, a certified copy of the insurance policy and evidence that all premiums are paid and up to date.

The School reserves the right to cancel a booking if required. Every effort will be made by the School to give as much notice as possible to the hirer. The financial liability upon cancellation will be limited to the cost of the hire charge only.

Hire of the School facilities are charged by the hour. A minimum of one hour will be charged for any bookings made that are less than one hour in duration.

Written notification of cancellations must be received by the Booking Team a minimum of seven days before the day of the booking for facilities. Failure to provide this will result in the customer being charged the full amount of the booking value. Invoices are to be paid in full, within two weeks of issue.

Block Bookings are accepted on the basis that a maximum of 52 weeks only can be booked per activity at any one time, any deviation from this will require prior agreement by the School. Payment arrangements will be agreed at the time of booking. If the hirer fails to comply with these payment arrangements, the School may cancel and reject any future bookings.

Deposits terms differ depending on the type of booking being made. It is the responsibility of the hirer to familiarise themselves with these terms and conditions prior to hiring or using School premise.

Catering booked via the School Catering Contractor is subject to their full terms & conditions. The sample menus are provided as a guide only. The catering service we provide can be tailored to suit your specific circumstances. Ideally we would request one week's notice for all hospitality bookings, we will however endeavour to accommodate. A fixed fee of 50% of the original cost will be charged if less than 24 hours' notice of cancellation is given.

The School operates a strict No Smoking policy where smoking is prohibited across the whole School site. It is not permitted to smoke inside vehicles that are parked on the School grounds.

No dogs are permitted on the School site; the only exception being guide or assistance dogs.

The following items must not be brought onto the School site unless specific prior agreement is given by the School:

- Butane, Calor or other gas canisters.
- Animals.
- Gas filled balloons, confetti or paper streamers.
- Inflammable materials or articles of an explosive nature.
- Furniture, apparatus, appliances or electrical items.

No alterations, additions or variations are to be made by the hirer to part of the premises.

Premises must be left in a clean and tidy state at the end of each booking period.

The use of the School facilities is solely for the use of the hirer and their associated members as stated on the booking form. Spectators are not permitted to enter the School unless prior arrangements have been made with the bookings team. Toilet facilities are not for use by the general public.

Failure to observe these Conditions may result in the withdrawal of the booking. In these circumstances any charges already paid will be forfeited.

A member of the site management team will be on duty at all times. They can be contacted on the following mobile numbers should assistance be required during the hire period:

Tom Woolley:	07725111228
Simon Foye:	07821003637
Richard Pawson:	07933063121
Mark Williamson:	07542229176
Paul Heap:	07783561866

Headteacher:
Dr R P Petrie BSc PhD

Chair of Governors:
Mrs S Moses

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