



Vanguard Learning Trust Conditions of External Hire Vyners School



1. Acceptance of Conditions

The hiring of accommodation is permitted only on the conditions outlined in these regulations. Acceptance of a hire permit is deemed to be acceptance of these conditions.

2. Compliance with Conditions

The Hirer (the person or body to whom the permit is granted) shall be responsible for compliance with these conditions.

3. Local Governing Body

All lettings will be subject to the approval of the Lettings Officer (acting on behalf of the Local Governing Body) who will also decide the charge to be made.

4. Receipt of Application

Applications for the hire of the premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

For long term bookings, if the Hirer wishes to re-hire the school premises for the following academic year (September-July), they should place a provisional request with the Lettings Officer during the summer term. Bookings for the autumn term cannot be guaranteed until the School Diary is published late in the summer term.

5. Availability of the Premises

Accommodation is normally available for hire between the following times:

Monday-Thursday	5.30pm-9.30pm
Friday	5.30pm-Midnight
Saturday	9.00am-Midnight
Sunday	9.00am-6.00pm

Bookings of the all-weather pitch will be considered on a case by case basis, with due regard to the impact on those residents which back onto the school. The School will not routinely hire the all-weather pitch out on Sundays or public holidays.

~~Only in exceptional circumstances will hiring be allowed from 6.00 pm to 9.00 pm on Sundays, during the month of August and on national holidays.~~

The times quoted above are the earliest and latest which the school will be open. Events should be organised to ensure adequate time for preparation and cleaning up within the booked time.

6. Gymnasium

Outdoor footwear must not be worn in the gymnasium. No school PE equipment (including that fixed to the walls) may be used without permission, and PE equipment is in any case not be used unless an adult with recognised qualifications for the activity proposed is personally in charge at all times.

7. Sports Hall

The hire charge includes the use of all fixed equipment within the sports hall.

Where the sports hall is hired to affiliated junior or intermediate organisations, the hirer shall ensure that sufficient responsible adults are in attendance and on duty throughout the duration of the letting.

It is the responsibility of the hirer to ensure that all health and safety requirements are met in full and that suitable arrangements are made to deal with medical emergencies and injuries that might arise from the activity taking place. This includes the provision of a suitably stocked first aid box, which must be readily available throughout the period of hire.

Non-marking footwear must be worn at all times and no outdoor footwear may be worn in the sports hall. Failure to adhere to this requirement could lead to the cancellation of any further bookings, or fresh bookings being declined.

Equipment may be brought onto the premises at the hirer's own risk provided that it will not cause damage to the sports hall. The School reserves the right to inspect such equipment, and to refuse to allow its use if, in the view of the School, it constitutes a Health and Safety risk, or a hazard to the fabric of the building.

Under no circumstances may the Sports Hall be sub-let.

8. School Equipment

No use may be made of any other school equipment such as stage fittings, IT and AV equipment, pianos etc. without specific permission.

9. Fabric and Fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. Safety equipment (eg extinguishers, fire / smoke alarms etc) should not be tampered with. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heeled shoes is prohibited.

Any problem identified or damage caused during the period of hire should be reported immediately to the member of the Facilities team on duty.

10. Storage

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises they do so entirely at their own risk.

11. Hirer's Property

Furniture and equipment may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises without the prior consent of the Local Governing Body any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus or article of a dangerous nature.

Where a COSHH assessment is required, this is the responsibility of the Hirer.

Hirers wishing to use their own electrical equipment on site should seek prior agreement and the Hirer is wholly responsible for ensuring the equipment meets current safety standards and has been appropriately PAT tested.

The school accepts no responsibility for personal possessions brought onto site by either hirers or their clients.

12. Refusal of Application to Hire

The Lettings Officer, acting on behalf of the Local Governing Body, may refuse an application to hire the premises (a) if the premises are required by the School or the Trust (b) if there has been any damage to the property or a breach of these conditions during a previous use of the premises by the Hirer. The Lettings Officer, acting on behalf of the Local Governing Body, reserves the right to refuse the hire of the premises without giving a reason. No compensation shall be payable by the School by reason of such a decision.

13. Cancellation by the School

Whenever it becomes necessary to cancel a letting, the School will give as much notice as possible. In the event of a cancellation by the School, all monies paid will be refunded in full. For regular hirers, this will take the form of a credit note offset against the next invoice. No compensation, however, will be payable for any other expenses incurred by the hirer.

14. Cancellation by the Hirer

The Hirer must give at least three weeks' notice of cancellation to the Lettings Officer, acting for the Local Governing Body. The school reserves the right to continue to charge the hirer for cancelled bookings. In addition the School reserves the right to pass on to the Hirer any costs unavoidably incurred in excess of this sum.

15. Priority of Use

Conflicting demands for the use of the premises will be resolved by the Headteacher with priority being given to School and Trust functions.

16. Charges

Hire charges will be made in multiples of one hour. The charge includes the cost of fuel and light, general building maintenance, supervision by the Facilities Staff and the normal cleaning of the accommodation. (See paragraph 19 below regarding additional charges).

17. Payment of Hire Charges

For 'one off' bookings, the total fee due must be paid at least 2 weeks before the date of use, or the bookings will not be treated as confirmed. The School reserves the right to deny access to the premises to any one off bookings not paid for.

For long term / regular bookings, hire charges will be billed as follows:

First term / half term – in advance

Subsequent terms / half terms – in arrears, adjusted for any dates cancelled by the school in the first billing period.

All charged will be formally invoiced to the hirer. Invoice must be settled within 4 weeks of issue, or the date of the booking, whichever comes first

All invoices must be settled by BACS or cheque. Cash will not be accepted.

18. Review of Charges and conditions of hire

These regulations will be subject to periodic review by the Local Governing Body. Charges levied will be subject to annual review, with increases effective from 1 September each year. Bookings made before 1 September will be liable to pay the increased rate as and when it becomes due.

19. Additional Charges

The School will invoice the Hirer for any charges (a) arising from excessive cleaning time incurred as the result of the Hirer failing to leave the accommodation in a reasonable condition (b) for the repair of the premises or equipment damaged by the Hirer and (c) resulting from the Hirer failing to vacate the premises by the time stipulated in the booking permit.

20. Deposits

The School reserves the right to charge a refundable deposit (payable 2 weeks in advance of the booking) to be held against (1) costs unavoidably incurred as the result of insufficient notice of cancellation of the booking (2) any damage caused by the Hirer, or (3) additional cleaning required as the result of the premises not being left in a reasonably tidy condition. In the event of damage, or of additional cleaning being necessary, the proportion of the sum to be retained will be for the Local Governing Body to decide and their decision will be final.

21. Insurance

Hirers must take out their own "Public Liability" insurance, and any other insurance cover as maybe appropriate for the activity to be undertaken. A copy of the Insurance Certificate must be enclosed when making the final payment for the hire. This insurance must be sufficient to give adequate Public Liability cover, and includes protection against any action that the school or its property insurers may take in respect of any damage done to the buildings and/or contents by the hirers or anyone they cause to be on the premises.

The School reserves the right to cancel lettings where proof of insurance cover cannot be provided in advance of the event.

22. Indemnity

The Hirer and any guarantor required by the Local Governing Body shall be required as part of these conditions to indemnify the Local Governing Body in the manner set out on the application form.

23. Private Profit

Use of the premises will be permitted for private profit but subject to any conditions which the Local Governing Body may wish to apply.

24. Health and Safety

The School accepts responsibility for ensuring the overall safety and good maintenance of the site.

Hirers are responsible for conducting a risk assessment for their specific event / activity and for ensuring the specific health and safety of their clients whilst they are on site. The School reserves the right to ask for a copy of the relevant risk assessment.

The School can offer no first aid provision for lettings; these arrangements are therefore the responsibility of the Hirer.

Hirers should conduct a brief inspection of the area at the beginning of each let and report any potential risks or hazards to the member of the Facilities team on duty.

The School reserves the right to refuse, amend or set such conditions in relation to bookings as it sees fit, in order to ensure safe operation of the School during the Covid-19 pandemic. The priority of the school remains to ensure the safe and effective operation of the buildings as a place of education.

25. Musical Works

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the Society. (The Society can be contacted at 29/33 Berners Street, London W1T 3AB. Telephone No: 020 7580 5544).

26. Copyright

No copyright material must be delivered or performed unless the consent of the owner of the copyright has been obtained by the Hirer.

27. Public Entertainment

Film, musical, dancing (including disco) and stage events must all be considered to be public entertainment unless entrance is restricted only to those who are bona fide members of the organisation hiring the accommodation.

If admission is free and open to all, or if tickets are to be sold at the door or are to be offered to friends, neighbours or the public by way of advertisement, it is the Hirer's responsibility to apply for a Temporary Events Notice from both the London Borough of Hillingdon and the local Police. Full details on the application process can be downloaded from the Borough's website (www.hillingdon.gov.uk). Applicants should note that a minimum of 10 days notice is required and the school reserves the right to cancel or amend a booking if the appropriate permissions are not obtained.

The attention of all applicants is drawn to the fact that the School is limited to a total of 12 Temporary Event Notices during any one year. School events will be given priority in the allocation of available Notices.

28. Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed the maximum limits for the space hired (detailed below). The Local Governing Body reserve the right to impose a lower maximum occupancy level in relation to specific events or activities.

Location	Max capacity (seated)	Max capacity (standing)
Gym	n/a	200
Main school hall	250	450
Dining hall	200	300
Conference room	20	40
Classroom	30	30
Drama Studio	30	50
Second Canteen	80	100
Meeting room in new block (per room)	30	40

29. Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Vyners School is located in a residential area and consideration should be shown at all times to local residents, particularly where the premises are vacated after 9pm.

30. Safeguarding and DBS checks

Vyners School is committed to safeguarding and promoting the welfare of children and young adults, and expects those organisations hiring the site to share this commitment.

Where a letting takes place at the same time as Vyners School students' may reasonably be expected to be on site, the Hirer will be required to provide evidence of a valid DBS check. Outside of normal school hours, compliance with the relevant safeguarding procedures is the sole responsibility of the Hirer.

31. Accident or Injury

The Local Governing Body cannot accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the premises during the period of the letting, other than through negligence on the part of the Local Governing Body, or their agents. Hirers are therefore advised to provide their own cover against such an eventuality, and to make all necessary arrangements to reasonably ensure the health, safety and welfare of participants.

In the event of any such accident, injury or loss, the Hirer must notify the Headteacher on the following working day.

32. Alcohol

In no circumstances shall alcoholic drinks be available at any function without the written consent of the Local Governing Body. Permission will be granted only in exceptional circumstances. Applications must be made in writing by the Hirer to the Lettings Officer at the time of applying for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to obtain a Temporary Events Notice from the Borough Council and local Police (see paragraph 27).

33. Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Local Governing Body.

34. Parking

All clients for lettings events / activities should park their vehicles within the perimeter of the school, in the car parking spaces provided. Parking on Warren Road is prohibited at certain times of the day and is discouraged at other times, out of consideration to local residents. Visitors to the school are reminded of the need to ensure residents have unobstructed access to their driveways at all times.

The School reserves the right to cancel future bookings if it is clear that a booking is causing excessive inconvenience to local residents.

35. Fire Precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises, including the assembly point and the means of escape in the event of a fire. Fire and other exits must be kept clear at all times.

It is the Hirer's responsibility to keep a list of their clients whilst on site, and to carry out an appropriate roll call in the event of an emergency evacuation. A member of the Facilities Team will be on site at all times whilst lettings are ongoing, and it is their responsibility to respond to any triggering of the fire alarm.

36. Smoking

Smoking is not permitted anywhere within the perimeter of the school. This includes outside spaces such as the car parks and playground.

37. Right of Access

The Local Governing Body and its agents reserve the right to refuse access to the premises before or during the letting, or to ask individuals to leave the site if they are in breach of these conditions or otherwise pose a risk to the building or its occupants.

38. Facilities Staff

The Facilities Team are instructed by the Local Governing Body to ensure that these conditions are fully complied with. All reasonable instructions given by the Facilities Team on duty must therefore be followed. Hirers must report to the Facilities Team on arrival and as they depart.

39. Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably clean and tidy condition. Any equipment brought onto site should be removed and any rubbish generated should be dealt with as per the terms of the specific letting agreement.

Approval / Revision History

Post Multi Academy Trust revision history:

Revision date	By	Summary of Changes Made
<i>May 2011</i>	<i>Vyners School Facilities Committee</i>	<i>First issue.</i>
	<i>Ryefield LGB</i>	<i>First issue</i>
<i>July 2015</i>	<i>VLT Board of Directors</i>	<i>Policy agreed</i>
<i>July 2018</i>	<i>Vyners LGB</i>	<i>Responsibility for local policy review passed to LGB. Change of Company name.</i>
<i>Sept 2020</i>	<i>Vyners LGB</i>	<i>Revised invoicing arrangements included. General review of other wording. Covid-19 statement included</i>