

**ST. CHAD'S CATHOLIC AND CHURCH OF ENGLAND HIGH SCHOOL  
A SPECIALIST LANGUAGE COLLEGE**



**LETTINGS POLICY**

**CONDITIONS FOR THE USE AND HIRE OF THE COMMUNITY FACILITIES**

**1. INTERPRETATION**

- 1.1 'The Facility' includes all the buildings, grounds, car parks or any other facilities within the cartilage thereof as well as such constituent parts of the facility as are identified as the subject of the letting.
- 1.2 'An Officer' means any duly authorised Officer of St. Chad's.
- 1.3 'User' means any person using any of the facilities whether as a participant or spectator and whether or not a charge has been paid either for entry of for the use of the facilities.
- 1.4 'The Hirer' means the person or persons hiring any part of the facilities and whether or not a charge has been levied for the use of the facilities.
- 1.5 'Organisation' means any group, club or organisation approved by the duly authorised Officer for booking facilities.

**2. APPLICATION**

- 2.1 All advance applications for the use of the facilities shall be made in writing on the official application form and such application shall only become a booking on it being confirmed in writing by the duly authorised Officer. The person signing the application form must be at least eighteen years of age.
- 2.2 The hirer shall not use the facilities for any purpose other than that specified in the agreement.

**3. CANCELLATIONS**

3.1 By the Hirer

In the event that the hirer cancels the booking, the hirer shall pay to St. Chad's School the full amount. A refund may be given at the discretion of the school.

3.2 By St. Chad's School

St. Chad's School and/or its officers shall not be liable for any expenditure incurred or loss sustained directly or indirectly by the hirer or any persons whomsoever arising from any bookings cancelled.

St. Chad's School and its officers reserve the right to cancel or rearrange bookings in order to stage tournaments, competitions or other special events.

- 3.3 The hirer acknowledges the right of St. Chad's School and its duly authorised officers and servants to enter upon the activity area at any time during the period of hiring and determine the hiring forthwith in the event of the breach of any of the conditions herein contained or if they are in opinion that the hiring is likely to prove of any objectionable or undesirable character, and shall return any money paid by the hirer but in that event St. Chad's School shall not be liable to compensation to any person in respect of the cancellation.

#### **4. CHARGES**

- 4.1 The charge for hiring a facility shall be according to the current scale of fees by St. Chad's School.
- 4.2 The hire time is inclusive of the time required to erect and/or dismantle equipment used in connection with the hiring and time required to clean the facility where appropriate.
- 4.3 The hirer shall not sub-let or assign the benefit of any permission to use the hired facilities or any part hereof.
- 4.4 No individual or organisation shall levy any charges in connection with their booking without prior consent of St. Chad's School or duly authorised officer.
- 4.5 The charge for hiring a facility shall normally be paid in full for all dates booked, 14 days in advance of the first date of hire. Any variation to the due payment date must be agreed in writing with the manager of the Facility.

#### **5. INSURANCE & INDEMNITY**

- 5.1 A hirer shall indemnify St. Chad's School against any claim for or in respect of accident to, loss of or damage sustained by any person or property at the facility during such time as the facility is in use by the individual or organisation, except in the case of accident, loss or damage caused by the negligent act or default of an officer or servant of the said School acting as such insofar as this cannot be required under the provision of the Unfair Contract Terms Act 1997.

#### **6. DAMAGE TO OR LOSS OF PROPERTY**

- 6.1 Any damage done to the premises, fittings, conveniences, accessories, or any other property of the facility during such as it is used by an individual or organisation and not arising from the act or default of the said School of an officer or servant thereof shall be made good at the expense of the individual or organisation.
- 6.2 St. Chad's School does not accept responsibility or liability for any damages to, or loss of, any property or articles or things whatsoever, placed or left in or at the facility or any part thereof, by a user, however such loss or damage may be caused or sustained.

#### **7. SUPERVISION**

The hirer shall be responsible for:

- 7.1 The administration, organisation and supervision of the booking.
- 7.2 The maintenance and keeping of good order and decent behaviour at the facility and its immediate vicinity at all times during the actual hiring and including the time until all people connected with the booking have left the vicinity of the facility.
- 7.3 Observing all regulation and conditions applicable to any entertainment, theatre or other licences, which may be in operation at the premises.
- 7.4 Ensuring that there are sufficient stewards and officials to fulfil these regulations.

## **8. GENERAL USE**

8.1 Any person using the facility shall:

- 8.1.1 Comply with all reasonable instructions and requests of the duly authorised officer.
- 8.1.2 Refrain from any conduct, which may interfere with the use of the facility by any other persons and also refrain from any conduct, which may place himself or other users in any danger whatsoever.
- 8.1.3 Wear suitable dress, clothing and footwear appropriate to the facility being used.
- 8.1.4 Comply with by-laws, regulations or other instructions, which apply to the facility.

8.2 Any persons using the facility shall not:

- 8.2.1 Bring any food or drink onto the facility without first obtaining permission of St. Chad's School.
- 8.2.2 Bring any dangerous or obnoxious article or substance onto the facility. Under no circumstances will bottles, glass etc be allowed into changing or activity areas.
- 8.2.3 Sell or supply to other persons any goods of any description whatsoever without first obtaining the permission of St. Chad's School.
- 8.2.4 Bring or permit to remain in the facility buildings any dog or other animal other than for show purposes or bona fide guide dogs.
- 8.2.5 Put up notices or decorations at the facility whether on the interior or exterior thereof, unless expressly authorised by St. Chad's School.
- 8.2.6 Take photographs of the facility or arrange for any audio or video or other broadcast of any activity or performance except with the prior consent of St. Chad's School or its officers.
- 8.2.7 Alter or interfere with any equipment or fittings of the facility or the structure thereof.
- 8.2.8 Play gramophone records, radio, tape recorders, CD players or musical instruments of any kind unless expressly authorised by St. Chad's School or its officers.

## **9. ADMISSION**

St. Chad's Catholic and Church of England High School reserves the right through its officers to refuse or restrict access to a facility or any part of it. St. Chad's School through its authorised officers, further reserves the right to evict from the facility any user refusing to comply with the regulations or misconducting him or herself or in any way causing danger or annoyance to other persons.

## **10. ACCESS**

- 10.1 Pedestrian and vehicular access to the facility is via the main school drive.
- 10.2 All vehicles must be parked in the designated car park unless directed otherwise.
- 10.3 There is no access to the school grounds unless previously agreed.

**Date of Recent Review:** 28<sup>th</sup> September 2016

A handwritten signature in black ink on a light grey rectangular background. The signature is written in a cursive style and reads "A Lawrence".

**Signed:**

**Position:** Chair of Governing Body