

TERMS & CONDITIONS

FOR THE LETTING OF
OAKINGTON MANOR PRIMARY
SCHOOL FACILITIES

ISSUED ON BEHALF OF
THE SCHOOL GOVERNING BODY

In these Terms & Conditions:

The '**Governing Body**' means the Board of Governors of Oakington Manor Primary School.

The '**Hirer**' means the person named on the Oakington Manor School official booking form.

Following are the Conditions and General Principles under which permission to occupy school rooms, halls, kitchens and/or other facilities owned by the Governing Body will be granted:

1. The completion of an official Oakington Manor School 'Booking Application Form' shall be regarded as acceptance of the Terms & Conditions.
2. Booking applications will only be accepted from individuals over eighteen years of age.
3. The person who signs their signature on the application form (either as an individual, or as the official representative of an organisation), will be the person to whom permission to hire facilities at Oakington Manor School will be granted. That individual will be responsible for the full observance of the Terms & Conditions set out in this document. Any breach of these Terms & Conditions either prior to, or on the day of hire may result in the hire being terminated and all monies paid forfeited, without recourse to compensation.
4. Oakington Manor School facilities may not be used for:
 - Commercial gambling, games of chance, including sweepstakes or any forms of lottery, except such lotteries deemed not to be unlawful by virtue of any enactment relating to the Gaming, Lettings & Lotteries Act.
 - Activities initiating, promoting or inciting racism, sexism or violence.
 - Any purpose deemed by the Governing Body as lessening or detracting from the good name and reputation of Oakington Manor School.
 - Any purpose likely to create an unreasonable disturbance or inconvenience to private neighbours.
5. No hirer may sub-let the facilities hired to them at Oakington Manor School, or offer any part thereof to another individual, or organisation. Should the organiser(s) of any regular sessions held at Oakington Manor School wish to vary the sessions by introducing a different element (e.g. a regular football group decides to introduce basketball training during their regular hire session), then prior permission must be given by the Governing Body via application to the school Lettings Office at least two weeks prior to any intended deviation.



PUBLIC LIABILITY:

6. Oakington Manor School has in place Public Liability Insurance in respect of the hiring of its' facilities. This policy indemnifies the Governing Body in respect of claims by third parties for injury or damage occurring during and in direct connection with a hire under the terms of the hire agreement.
7. The Governing Body will not accept any responsibility for incidents or injuries which may occur, or be sustained by any person using or visiting Oakington Manor School facilities during the period of a private hire. The Governing Body also will not accept responsibility for any loss of or damage to any property belonging to such persons.
8. In the event of any person sustaining injury or loss while on Oakington Manor School premises as a result of a school letting, the hirer is required to provide written notice to the Head Teacher within twenty-four hours of any such incident being brought to their attention and shall also provide the Head Teacher with all such further information as may be required.
9. All persons using or coming onto Oakington Manor School site in pursuance of permission granted to the hirer do so, in all respects, at their own risk. Where admission to Oakington Manor School site is by ticket or card, a notice to such effect shall be clearly printed on the front of the ticket or card.
10. By completing and signing a Booking Application Form a hirer also agrees to indemnify the Governing Body, together with its' officers and servants from all loss, damage, costs, demands, expenses or charges which the Governing Body (in respect of any matter arising out of the hire and is not covered by said policies or insurance effected by the Governing Body) might sustain and, or if the obligation to give notice of any accident, damage or proceedings is not fulfilled by the hirer, then the hirer will pay the Governing Body, upon demand, all such sums as may be payable by reason of this indemnity.
11. The hirer will also indemnify the Governing Body from and against all possible loss and damage which may be sustained (as a result of the letting), to property and facilities under the control of the Governing Body. This will include the cost of replacement and re-instatement of any damage. (Any replacements and repairs will be undertaken solely by Oakington Manor School and the hirer will not be allowed to directly supply replacements or supervise any repairs.)
12. Should damage or unnecessary interference with school property occur during a hire, the Governing Body may prohibit the organisation or individual hirer responsible from further use of the school premises and the Governing Body reserve the right to pursue such legal action as they may deem appropriate.

BOOKING CANCELLATIONS:

13. Oakington Manor School facilities will not be available for private use on occasions when they are required for activities associated with the school, or when the facilities are required for any other educational purposes. In addition to the above statement, Oakington Manor School facilities will not be made available when the Governing Body consider that the proposed private use will hamper, or restrict the proper functions of the school.
14. The Governing Body reserve the right to cancel individual weekly bookings (e.g. evening sports sessions) should the hired facilities be required for school purposes, or national events such as parliamentary elections, etc.

Prior notice will always be given as soon as practicable and an alternative date for cancelled session(s) will be arranged, if possible, or the cost of the session(s) re-funded.
15. Where a hirer wishes to cancel an individual weekly session, at least one week's prior notice is required and in the matter of terminating a regular booking contract at least four week's prior notice, in writing, must be given to the school Lettings Office.

Where the above conditions are met, no charge will be levied for the individual session cancelled and in the case of a terminated contract booking, advance payments for sessions not utilised will be refunded in full.
16. The booking of school premises may not be so far in advance as to affect the requirements of the school. Generally the period of advanced booking for an individual event or function may not exceed twelve months, or one calendar year.

HEALTH & SAFETY:

17. Any adult supervising children on Oakington Manor School site will be required to provide the Governing Body with a current copy of a Criminal Record Bureau (CRB) check stating their suitability to work with children.
18. Where permission has been granted for Oakington Manor School site to be used for the purposes of a youth organisation/club, no member of the organisation/club may enter or remain on site unless the hirer (or a deputy previously notified to the Governing Body via the Lettings Office) is present on site at all times.
19. No alteration or addition to the electrical installations at the school may be made.

20. No additional staging, curtaining or scenery may be erected without the prior consent, in writing, of the Governing Body via the Lettings Office. Any such additions as may be authorised will be carried out in accordance with the direction and to the satisfaction of the Governing Body, and will be removed forthwith at the expense of the hirer at the end of the event/function.
21. All such curtaining or scenery will be rendered non-flammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while school is in session, except with the express permission of the Governing Body via the Lettings Office or Facilities Manager.
22. No fixings (screws, tacks, sticky tape, 'blu tack', etc.) to the structure or fabric of any part or area of Oakington Manor School site are to be used, without prior consent from the Governing Body via the Lettings Office.
23. The use of any preparation or material for the purpose of preparing any floor for dancing is not allowed, as this may render the floor dangerous for normal use.
24. SMOKING IS PROHIBITED ANYWHERE ON OAKINGTON MANOR SCHOOL SITE.

ACCESS:

25. Oakington Manor School site may only be hired between the following times:
School days - between 6.15 p.m. and 1.00 a.m
Weekends and school holidays - between 6.00 a.m. and 1.00 a.m.
26. The amount of time hired for a private function or event at Oakington Manor School must take into account the function or event period, together with any equipment deliveries and collections, setting up and dismantling, hall decorating, table laying, rehearsals and any other times that anyone involved in the event or function require on the school site prior to and at the end of the event or function.

These times must be stated on the booking application form and access will only be granted during the times stated and paid for, no earlier and no later. All additional time required must be arranged and paid for prior to the event or function date.

LICENCING REQUIREMENTS:

27. Intoxicating liquor may not be brought or consumed on Oakington Manor School site without the express permission of the Governing Body and where permission is granted, only intoxicating liquor provided to persons without charge will not require a licence from the local Authority.

28. It is the responsibility of the hirer, once permission has been received from the Governing Body via the Lettings Office, to obtain all licences legally required for public dancing, live music or any public entertainment where the selling of tickets, or intoxicating liquor to the public will be involved.

Full details regarding licences required can be obtained from the 'Health, Safety and Licencing Department' of Brent Council. Tel.0208-937-5359, Fax. 0208-937-5357 email:hs1@brent.gov.uk

29. No musical works in the repertoire of the Performing Rights Society may be performed in public on Oakington Manor School site without payment to the society of the appropriate fee. A list of works included in the society repertoire may be obtained on application to the Secretary of the Performing Rights Society Limited, 29/ 33 Berners Street, London. W1T 3AB.
30. No lecture, play, opera, musical or other work in which a copyright exists shall be delivered or performed on Oakington Manor School site, unless consent of the workers of the copyright has been previously obtained by the hirer and all necessary fees paid.
31. No performance of any gramophone or other records, or CD's or screening of DVD's in which any copyright exists shall be given on Oakington Manor School site unless the previous consent of the Phonographic Performance Limited, or the owners of the copyright has been obtained by the hirer and all necessary fees paid.

It is the responsibility of the hirer to make enquiries as to the existence of any such copyrights.

CATERERS:

32. The hirer is responsible for satisfying him/herself that caterers have in force appropriate insurances and that they comply with the Food Act, as all food preparation and hygiene by retained caterers is the responsibility of the hirer.
33. Where caterers have previously been retained for functions/events held at Oakington Manor School and failed to comply with 'good practice', including Health & Safety regulations, the Governing Board reserves the right to refuse permission for them to operate again from Oakington Manor School and/or to report such caterers to the relevant Authorities.
34. Advertising posters and/or public announcements publicising meetings, events or functions intended to take place at Oakington Manor School shall not be displayed on Oakington Manor School notice boards, nor on any part of Oakington Manor School site.
35. The right to refuse access to any part of Oakington Manor School site, whether or not included in the permission for hire, is reserved by the Board of Governors, or any officer authorised by them and the hirer shall not obstruct, or interfere with this right.