



Lettings Conditions of Hire King Solomon High School

September
2018

IT IS HEREBY AGREED as follows:

DEFINITIONS

In these Conditions of Hire:

'Governing Body'	Means the Governing Body of KSHS, or any persons so authorised to act on its behalf.
'Lettings Officer'	Means the School Business Manager, or any such other person appointed by the Governing Body to act in the processing of Applications/Bookings, who may be contacted on 020 8498 1300.
'Site Manager'	Means the Site Manager based at KSHS, who may be contacted on 020 8498 1300.
'Hired Premises'	Means KSHS, Forest Road, Barkingside, Ilford, Essex IG6 3HB.
'Hirer'	Means the person/s by whom the form of application for the hiring is signed. Such person/s shall be over 18 years of age and shall be responsible for the payment of all fees payable in respect of the hiring, and for the observance and performance in all respects of the conditions and stipulations herein contained. Where a promoting organisation is named in the application for hire, that organisation will be similarly considered to be the Hirer and will be jointly and severally liable hereon with the person/s who signed the application.
'Hire Period'	Means the duration of use of the accommodation and facilities, as agreed between the Governing Body and the Hirer. The proposed hours of hire must include the whole time that access to the Hire Premises is required, including any time required to set-up in advance of the function and any time required to restore the Hire Premises to its pre-hire condition, following the function.
'Application/Booking'	Means the application/booking form accompanying these Conditions of Hire for the use of accommodation and facilities at KSHS.

FEEES/CHARGES/PAYMENTS AND CANCELLATIONS

Please refer to our table of charges for cost of hire.

The hirer shall pay a non-refundable deposit at the time of application to secure the booking.
Full fees shall be payable no later than 10 days prior to the Hire Period, or immediately if the booking is made less than 10 days before the start of the Hire Period.



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Special arrangements may be made for payment for series bookings on a termly basis or, in approved cases on a monthly basis.

The Hirer may cancel a booking in advance of the proposed use but payment, less the deposit, will not be refunded unless the Lettings Officer receives 48 hours' notice.

The Hirer shall be liable for any damage which occurs during the Hire Period. The Governing Body will arrange to make good any such damage and the Hirer thereto shall meet all costs in accordance with the conditions within this document.

APPLICATION/BOOKING

The Application/Booking for hire of school accommodation and facilities must be submitted to, and agreed by, the Lettings Officer. The Governing Body reserves the right to call for further particulars of any proposed hiring.

SCHOOL FURNITURE AND EQUIPMENT

School furniture (tables, chairs etc) are available for use and can be moved, under the supervision of the Site Manager, between the halls as required by the Hirer. It is the Hirer's responsibility to arrange these as required and to restore them to their original position at the end of the Hire Period. If the Hirer fails to do so, the Governing Body shall be entitled to arrange for this to be done and the Hirer shall be responsible for the cost of so doing.

No furniture (other than tables and chairs for use in the halls) shall be moved, except by arrangement.

CATERING

KSHS is a Jewish site and therefore, refreshments of any kind must adhere to the Kashrut Dietary Laws. Any questions should be referred to the Headteacher or the Head of Jewish Studies.

The Hirer shall take such steps as may be necessary to ensure that caterers, or any other persons supplying or serving refreshments or decorations etc., remove from the Hired Premises all of their property. In the event of any property, including litter, belonging to the Hirer or any other person, being left on the Hired Premises at the end of the Hire Period, the Governing Body or any persons so authorised by them shall be entitled to remove the same and the cost of so doing shall be paid by the Hirer. Any repeat of such occurrence will result in the cancellation, without notice, of any further hiring.

LIMITATIONS OF HIRING

KSHS is a Jewish site and therefore, will not be available for hire on Friday/Saturday (Shabbat) or Jewish holidays.



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The Governing Body reserves the right to, at their absolute discretion and without reason being given, decline any application.

- LIMITATIONS OF ACCESS** The Hirer shall only have access to those rooms, or parts of the building applied for in the Application/Booking, and subsequently agreed by the Lettings Officer. All persons must vacate the Hired Premises by **23:00hrs, without exception**, or at the end of the Hire Period, whichever is sooner. Parking within the grounds of the Hired Premises is limited and vehicles must only be parked in the designated area, or as determined by the Site Manager. Vehicles are parked on the grounds of the Hired Premises at the owners' risk.
- LIMITATION OF NUMBERS** In consideration of Health & Safety, the Hirer must ensure that the total number of people on site must not exceed that agreed by the Governing Body (250 in the case of the Main Hall, 300 in the case of the Sports Hall and 100 in the case of the Gym).
- RESPONSIBILITY FOR PROPERTY** The Governing Body shall not accept responsibility or liability in respect of any damage, theft or loss of any property, goods, materials, clothing or other items brought into or left in the Hired Premises, either by the Hirer or persons acting on his behalf.
- CANCELLATION OF THE HIRING** The right is reserved to cancel any hiring, without notice and in the Governing Body's absolute discretion. In the event of a cancellation any monies paid in advance will be refunded to the Hirer but the Governing Body shall not be held liable, or be required to pay compensation for any loss sustained as a result of, or in any way arising out of, the cancellation of the hiring. Where possible an alternative hiring date will be made available.
- RIGHT OF ENTRY** The Governing Body, Head Teacher and any persons authorised by them, reserves the right to enter the Hired Premises at all times on producing evidence of their identity. The ticket takers and/or stewards are to be instructed accordingly by the Hirer.
- CARE OF PREMISES** No nails, screws or fixings of any description shall be driven into any of the walls, floors, ceilings, furniture or fittings. No article of any flammable or explosive character shall be brought into the Hired Premises.
- PRESERVATION OF ORDER** The Hirer is responsible for the preservation of good order during the letting of the Hired Premises, and for any damage that may be done to the Hired Premises in consequence of the letting, or which would not have occurred if the letting had not taken place. In the event of any such damage, the Governing Body may make it good and the Hirer, by acceptance of the hiring subject to these Conditions, will therefore be deemed to have undertaken to pay



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the cost of such reparation. Any repeated occurrences of damage to the Hired Premises will result in the cancellation, without notice, of any hiring.

ELECTRICAL SYSTEMS

Any alteration or addition to the lighting or electrical heating systems at the Hired Premises is strictly forbidden.

The lighting and sound system equipment at the Hired Premises can be made available to the Hirer at an additional cost.

The Hirer may bring in their own electrical equipment on site as long as it has been PAT tested within the last year.

INTOXICATING LIQUOR

Intoxicating liquor shall only be sold or consumed on the Hired Premises if products adhere to the Kashrut Dietary Laws and full details are included in the Application/Booking. It is the Hirer's responsibility to obtain the appropriate licence and ensure compliance with any such licence if liquor is to be sold on the Hired Premises.

LICENSING

The Hired Premises shall not be used for cinematography exhibitions, public music or music and dancing, boxing, wrestling, or stage plays or purposes for which a statutory licence is required.

The Hired Premises does not hold a Performing Rights Licence.

The Hired Premises may be used for music and dancing where the event is a private party, i.e. wedding or birthday celebration etc.

PERFORMING RIGHTS SOCIETY

It is the Hirer's responsibility to ensure that immediately after any performance or function at which music has been performed or songs sung, a Performing Rights Society Limited form is completed, signed and returned to the Performing Rights Society.

COPYRIGHT

The Hirer shall comply with all the provisions of the Copyright Act, 1956 and any amending legislation. If the Hirer shall fail to do so any permission previously granted by the Governing Body, or any such persons authorised by them, to use the Hired Premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Conditions.

The Hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on the hired Premises.

GAMING

No gaming is allowed except in accordance with the conditions of the Betting, Gaming and Lotteries Act, 1963, Section 37(1), when



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gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.

ENTERTAINMENT

The Hirer shall, if requested by the Governing Body, provide for approval a copy of the programme of any entertainment to be given during the hiring, at least 21 days prior to the Hire Period, and in the event no entertainment shall be given except in conformity with a programme which has been approved. Failing approval of a programme of entertainment, the Hirer will be allowed to cancel the hiring without payment.

CHILDREN'S ENTERTAINMENT

The following provision of Section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

'Where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part thereof can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.

Where the occupier of a building permits, for hire or reward, the building to be used for the purpose on an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.

A constable may enter any building in which he has reason to believe that such an entertainment as aforesaid is being, or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactment's referred to in the last foregoing subsection and shall have the life power of entering any building so licensed by the authority.'

VETTING OF STAFF CHECKS

The following arrangements apply to regular hirers who invite children onto the school site as part of the activity, and it is their responsibility to ensure that the appropriate vetting of their personnel have been undertaken.

The Department for Education publication '*Safeguarding Children: Safer recruitment and Selection in Education Settings*' requires schools to receive written confirmation that the Hirers' personnel



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(including helpers) working on the school premises have been appropriately vetted in terms of:

- Identity (proof of address and photo ID)
- Academic qualifications
- Professional and character references
- Previous employment history
- Criminal Record Check
- List 99
- Health

Important note: The school's letting/booking form includes a section concerning the 'Safeguarding Children in Education: Vetting Process'. By signing this form, you are confirming with the school that the above checks have been undertaken.

FIRE & SAFETY PRECAUTIONS

The Hirer should be aware of the position of escape routes, fire alarms, fire fighting equipment and the arrangements for emergency assembly areas. The Hirer must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

Before every letting the Hirer, along with the Lettings Officer or the Site Manager must complete the Health & Safety Checklist (Appendix A)

The Hirer is also responsible for checking and ensuring that:

- Escape routes are unlocked and unobstructed internally and externally, and that all doors are easily and immediately operable from the inside.
- Safety lighting is working satisfactorily.
- Seating and gangways are arranged in accordance with safety rules.
- Fire fighting equipment is available for immediate use.
- The maximum permitted number of persons to be admitted is not exceeded.
- Being familiar with the layout of the building.

If there is a fire, or the fire alarm sounds, the Hirer should ensure that everyone leaves the building and that all doors are closed after they have been passed through. All persons should go to the designated assembly area where a check on those present should be carried out. Any missing persons should be notified to the Fire Brigade on their arrival.

SMOKING

The Governing Body has declared this a 'No Smoking Site'. This applies to any building or outside area within the school grounds.



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RISK ASSESSMENT

The Hirer will be expected to undertake their own risk assessments in respect of any activities to be carried out at the Hired Premises.

INSURANCE

In the case of clubs and/or groups where there is an instructor running the session, the school is required to receive a copy of the Hirer's Public Liability Insurance Cover. This must be to the value of £2,000,000 - £5,000,000. This is unnecessary in respect of the hiring of the premises by individuals (e.g. the hiring of the main hall for weddings/parties etc).

Please see attached guidance from our local authority, the London Borough of Redbridge, on the Hiring of School Facilities, December 2011



KING SOLOMON HIGH SCHOOL



NO SMOKING ON THE SCHOOL SITE

THIS APPLIES TO ANY BUILDING OR OUTSIDE AREAS WITHIN THE SCHOOL
GROUNDS