

1. General Conditions

- 1.1. Cancellations or alterations must be notified to The Wren School as soon as possible and with a minimum of 24 hours' notice. Failure to adhere to this will result in a full charge for that date.
- 1.2. Premises are let as they normally stand, and no alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation except with the authority of the School Business Manager. Any special requirements such as additional seating are to be requested on the application form and paid for as appropriate in addition to the basic hiring charge. Stage lighting shall not be used unless the AV Studio is also included in the hire. This hire includes the provision of a trained staff member.
- 1.3. All passages, stairways and exits to which the public have access shall, at all times when the public are on the premises, be kept free from obstruction.
- 1.4. Posters or placards will not be permitted on the premises except on boards provided for the purpose.
- 1.5. No bolts, screws, nail or tacks shall be driven into any part of the premise; neither shall any adhesives be used on walls.
- 1.6. No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought onto the site.
- 1.7. Smoking is not permitted anywhere on site. This includes the car parks.
- 1.8. The hirer shall be responsible for the maintenance of good order and behaviour during the hiring. Persons in charge of activities must be on site before their guests are admitted, and stay until all guests have left.
- 1.9. The Wren School staff will be on site during the lettings to facilitate the hiring and provide assistance in emergency situations. Should staff be subjected to behaviour which causes them to feel threatened by either the hirer, the persons in charge or their guests, the school will issue a written warning, and reserves the right to cancel the letting, and any future lettings, with immediate effect, if it considers that insufficient action has been taken by the hirer (see 8.1).
- 1.10. Should staff observe or become aware of any matter which they consider to be a serious safeguarding concern, then they will immediately halt the activity and report the incident to the appropriate authorities. This may result in cancelling the activity.
- 1.11. Visitors must park responsibly, observing all restrictions, including not mounting the kerbs. When the car park is full, free parking is available on Ruhemann Street and Southcote Lane. Where possible, parking restrictions will be enforced by The Wren School staff, and respectful compliance is expected (see 1.9). Please be mindful of our residents, and do not park within the residential parking areas on the estate.
- 1.12. No intoxicating liquor shall be sold, supplied or consumed without the consent of the School Business Manager.
- 1.13. Attention is directed to Sec. 12 (1) of the Children and Young Persons Act, 1993, which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.
- 1.14. No animals, other than guide dogs for the blind, shall ordinarily be allowed in school buildings or on the school premises.

- 1.15. Any electrical equipment intended for use at the accommodation must be in good working order. If there is any obvious risk, equipment will not be accepted onto the premises.
- 1.16. The Wren School is NOT a 'nut free' environment, and hirers are responsible for having due care towards the allergy conditions of their participants.
- 1.17. The hirer shall be responsible for following all safeguarding regulations relating to young and vulnerable persons, including obtaining DBS certificates for all adults working with young and vulnerable persons and ensuring that these certificates are kept current. The school reserves the right to verify these qualifications with the hirer at any point prior to, and during the hire period. The Prevent duty extends to those hiring school premises.
- 1.18. All bookings for a venue are made at the hirer's own risk. The hirer must ensure that all insurances required for the use of the venue are in place. The Wren School specifically disclaims all and any liability over the condition of any venue, to the maximum extent permitted by law. Organisations should supply copies of their Public Liability Insurance Certificates when booking. These should be for a minimum of £5,000,000.

2. Fire and Safety Precautions

- 2.1. Briefing: Persons in charge of activities should ensure that they are aware of the position of telephones, escape routes, fire alarms and fire-fighting equipment to ensure the safe evacuation of buildings.
- 2.2. Fire Instructions – Before Use: the person in charge is responsible for ensuring that:
 - 2.2.1. Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
 - 2.2.2. Safety lighting is working satisfactorily.
 - 2.2.3. Seating and gangways are arranged in accordance with the safety rules. Gangways must be at least 1.1m in width and sited to conform with means of escape; any seat must not be more than 3.66m from a gangway measured along the line of seating.
 - 2.2.4. Fire-fighting equipment is available for immediate use.
 - 2.2.5. The maximum permitted number of persons to be admitted is not exceeded.
 - 2.2.6. Persons in charge of activities are familiar with the layout of the building, fire escape routes and where to find and how to use a telephone in case of emergency.
- 2.3. In the Event of a Fire: the first duty of all concerned is to prevent injury or loss of life.
 - 2.3.1. The on-site administrator is responsible for calling the Fire Brigade when the alarm sounds.
 - 2.3.2. If there is a fire or the fire alarm sounds everyone should leave the building ensuring that all doors which are passed through are closed behind them. On arrival outside the building a check should be made to ensure that all persons are present.
 - 2.3.3. No one must be allowed to re-enter the building until the Senior Fire Officer present gives permission.
 - 2.3.4. There may be an opportunity in the event of a fire for an attack to be made upon it with the nearest extinguisher but fire-fighting must always be secondary to life safety.

- 2.4. After Use: persons in charge should check that there are no apparent fire risks. All electrical appliances such as workshop machinery, cookers, kilns (when not firing) and lights should be switched off and all doors and windows should be closed when leaving the building.

3. Damage to School Property

- 3.1. The hirer shall repay to The Wren School, on demand, any additional staff costs resulting from the use of the grounds or premises by the hirer and the cost of reinstating grounds or reinstating or replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by the reason of the hiring, in excess of the deposit held by the school.
- 3.2. No footwear liable to damage floors may be worn in the school buildings.
- 3.3. No footwear liable to damage the sports hall or pitches may be worn. A supplemental footwear agreement is required for hire of these areas.
- 3.4. The premises must be left in a clean and tidy state, as found at the commencement of the letting.

4. Indemnity

- 4.1. Against Personal Claims: The hirer shall indemnify the school against all claims, demands, actions, or proceedings, in respect of goods or clothing or of the death or injury of any person, which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of The Wren School, its agents or servants, or any defects in the premises or of an act of God or the Queen's enemies.
- 4.2. Statutory Provisions: Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with The Wren School strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by The Wren School applicable to any letting and to indemnify and save harmless The Wren School, its officers and servants from all penalties, damage and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.
- 4.3. Public Performance of Copyright Work: The hirer shall indemnify The Wren School against any claims, demands, actions or proceedings arising out of the infringement of copyright, etc, during the period of hire of the premises. The transmissions of oral or visual reproduction of anything, which is taking place in The Wren School or of any commentary thereon by any means is prohibited, except with the previous written consent of The Wren School.

5. Rights of Entry

- 5.1. The Headteacher or representative shall, in pursuance of their official duties, have free ingress and egress to and from the hired premises and instructions must be given by the hirer for their admission.

6. Right of Refusal

- 6.1. The Wren School reserves the right to refuse any application for use of premises and to refuse admission to, or to remove from the premises, any persons. This right applies at any point during the contracted hire period.
- 6.2. The Wren School will pay heed to the risk that the operations of the hirer or the actions of its members may negatively affect the school's reputation. Should the hirer become

aware of any actions or speech by the hirer's associated members which would reasonably cause The Wren School concern, it is the hirer's duty to inform the school immediately.

7. Payment

- 7.1. Invoices will be raised termly, in advance (i.e. 6 times per year), typically 3 weeks before the new term commences.
- 7.2. The initial invoice will include the deposit required for the hire to commence.
- 7.3. All prices quoted include VAT, where applicable.
- 7.4. Payment terms are 7 days.
- 7.5. Payment is requested by direct bank transfer.
- 7.6. Non-payment of invoices will result in the immediate cessation of the hire, and the school will pursue any outstanding debts in accordance with its Bad Debt Policy.

8. Failure to Observe Conditions

- 8.1. If the hirer fails to observe or perform in any respect, or secure the due observance or performance by others of the provisions of The Wren School's Terms and Conditions and any notes attached hereto, The Wren School may, without notice, terminate the hirer's rights under the agreement and effect the immediate vacation of The Wren School. Such termination shall not release the hirer from any of her or his obligations under the agreement, or affect any right or remedy which The Wren School may have under the agreement or otherwise, and The Wren School shall be entitled to retain for its own use and benefit any monies paid by way of deposit and to sue for any balance outstanding. Termination of any activity may be requested in these circumstances by the School Business Manager or representative.

9. Responsibility for Property

- 9.1. Neither The Wren School nor its officers shall be responsible for goods, materials, clothing etc, brought into or left in the building. Cars are parked at owners' risk.

10. Cancellation of Hiring

- 10.1. The Wren School reserves the right to control any booking in the event of the accommodation being required in connection with any extraordinary or specific civic or educational purposes as The Wren School may from time to time think necessary, or have imposed on them by a government body, or for any other reason at its discretion. In the event of any such cancellation, The Wren School shall refund the charges already paid for the hiring of the premises, and the hirer may be offered an alternative date or dates, but in any event, The Wren School shall not be liable by virtue of such cancellation, for the payment of any compensation whatsoever.
- 10.2. The Wren School will ordinarily give a minimum of one term's notice to cease a regular booking (N.B. there are 6 terms per year). Non-payment of invoices will ordinarily result in immediate cancellation.

11. Interpretation

- 11.1. The Wren School's decision as to the interpretation of the conditions shall be final and conclusive. Educational and other statutory requirements will take precedence and no application which will interfere with the educational functions of the premises or maintenance of the premises will be approved.

NOTES RELATING TO THE LETTING OF PREMISES

The notes are deemed to be part of the Terms and Conditions of Letting.

12. Before submitting an application the hirer should visit The Wren School in order to ascertain that a suitable room with the required facilities is available on the required date.
13. Applications should be submitted to the School Business Manager not less than three weeks before the proposed date of use.
14. Statutory Requirements
 - 14.1. Music, Dancing and Singing Licences: Public music, singing and dancing can only take place in premises which have suitable licence/s. Hirers requiring accommodation for this purpose must ascertain from the School Business Manager if there is such a licence and, if so, what its conditions are. Applicants must observe the conditions of such licence which, amongst other things, place limits on the hours during which the activity can take place and on the maximum number of persons who can be present in the licensed accommodation.
 - 14.2. Stage Play Licences: Public performances of stage plays, etc, can only take place in premises which have a Licence issued under the Licensing Act 2003. Hirers requiring accommodation for this purpose must ascertain from the School Business Manager if there is such a licence and, if so, what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
 - 14.3. Bar Licences: Intoxicating liquor can only be sold in premises that have suitable license/s issued under the Licensing Act 2003. Hirers requiring accommodation for this purpose must ascertain from the School Business Manager if there is such a licence and, if so, what its conditions are. Applicants must observe the conditions of such licence which, amongst other things, place limits on the hours during which the activity can take place and on the maximum number of persons who can be present in the licensed accommodation.
15. The charge for the use of all Sports Centre facilities shall include the use of the changing rooms.