



Sidcot  
Live Adventurously

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**Hiring and Letting of Facilities Policy**

**Policy Number: 3.14**

**Date: 1 November 2020**

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## **1. Introduction**

1.1 The Governing Body as Charity Trustees, and Senior Leadership Team of Sidcot School fully recognise their responsibility to create opportunities for the wider community to make use of the School facilities. This not only brings in additional income, but also has potential to open opportunities to students of the School to engage in additional activities beyond those offered directly by the School.

1.2 In order to maximise the use of its facilities and resources, and to broaden its community involvement, Sidcot School has an established programme of letting of its facilities and accommodation both in term and holiday time, to facilitate further education or activities in accordance with the School's ethos and Quaker beliefs

1.3 Child protection is at the forefront of all our operations, and our responsibilities are first and foremost to ensure the safety of all students and children on School premises.

1.4 Challenging extremist beliefs is a part of child protection, and when hiring the facilities, the School assess whether any organisation presents a risk of terrorism or promoting extremist beliefs under the Prevent Duty.

## **2. Scope**

2.1 This policy applies to any person or organisation wishing to hire any of the School's facilities.

2.2 This policy is available in hard copy form when a request is made to hire the facilities. It is available on the School website and in hard copy form.

## **3. Aims**

3.1 This policy aims to outline which facilities the School hire out and how the process is controlled; both from the perspective of ensuring the safety of those hiring the facility, and from ensuring the safety of all children on School premises.

## **4. Facilities for Hire**

4.1 The operations manager, sports or arts centre administrators, administrate the booking of facilities for hire.

4.2 Sidcot School hires its facilities to the wider community when and where it is deemed appropriate within the discretion of the Operations Manager or Sports centre administrator. The circumstances of a particular hiring will depend on factors including the purpose of hire and its audience and whether these accord with the School's ideology and charitable purposes, whether the School is in session, and whether the facility in question will be in use by students.

4.3 The facility specifications and rates can be found on the School website: Before the formal acceptance of a booking; the School will require the completion of the following booking document:

- i) Booking Schedule which acknowledges the Terms & Conditions of Hire of the School premises (Appendix 1)

4.4 The booking will only be confirmed on accepting and satisfying the conditions by the signing of the Booking schedule by the organiser.

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## 5. Vetting Checks

5.1 In all cases a risk assessment will be undertaken to determine whether the activities proposed will constitute regulated activity as defined by the Safeguarding Vulnerable Groups (SVG) Act 2006. Where the School determines that the Organiser, or its staff will be undertaking 'regulated activity'; the School will require the Organiser and relevant staff to complete all relevant checks, as detailed by Appendix 1 – Terms and Conditions of Hire. This will need to be discussed with the Operations Manager or HR Administrator at the time of booking and completed in advance of the date of hire to the School's satisfaction.

5.2. In all other cases the School's risk assessment will determine what control measures will be put in place by the Organiser, which could include supervision.

5.3 Checks will not be necessary where the facility is self-contained, and students will not be present or have access to it. This will form part of the [risk assessment](#).

## 6. Dispute Resolution

6.1 If a dispute arises out of or in connection with the Hire Contract, the parties will, following a written request from one to the other, attempt in good faith to resolve the dispute: (a) through discussions between the Operations Manager, and / or the Operations Director and the Organiser's Representative failing which; (b) through an alternative disputes resolution process through a certified body approved by the School.

6.2 The School's right to issue proceedings is not prejudiced by a delay where other party has failed to participate in the discussions to resolve the dispute in a timely manner.

6.3 The Director of Operations or staff nominated by her are available to discuss any issues that may arise from the hire of the facilities.

## 7. Induction Procedure

7.1 A leaflet will be provided upon the Organiser signing the contract, setting out the essential information about health and safety, and facilities.

7.2 When the Organiser arrives on site; they will be provided with either a visitors' identification badge or sticker (in the case of those undertaking sports facilities) which must be displayed at all times in public areas.

7.3 Each visitor must sign in, either at reception, the arts centre or at the sports centre.

## 8. Glossary

### Legal framework

- Keeping children safe in education (KCSIE) 2020
- Disqualification Under the Childcare Act 2006 (DUCA),
- Safeguarding Vulnerable Groups Act 2006
- The Education (Independent School Standards) Regulations 2014
- The Independent Schools Inspectorate Handbook –Commentary 2020

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- The Counter- Terrorism and Security Act 2015
  - The Prevent Duty guidance for Schools June 2015

## 9. Relevant Policies

2.1 Safeguarding and Child Protection Policy

8.1 Health and Safety Policy

## 10. Document Change History

Date of change	Detail significant changes and any new legislation / guidance taken into account
18 June 2016	First draft of policy – adopted by Board.
19 July 2016	Minor changes to wording of 9.3, and clarification of when a barred list check is required
18 August 2016	Changes to the booking form at 9.1.4 requiring organiser to inform the School of their designated safeguarding (child protection) lead.
8 November 2018	Minor changes to wording 4.3. Reviewed and updated
23 November 2019	Reviewed in light of revised Keeping Children Safe in Education No changes required.
1 November 2020	Reviewed – no changes required

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## BOOKING SCHEDULE

### Appendix 1 - Sidcot School - Booking Schedule

Below are the details of the booking agreement between:

Sidcot School and .....

<b>Details of Organiser</b>	
Full Name:	Company/Organisation Name:
Contact Details: (For invoice)	Address:
	Daytime Tel:
	Evening Tel:
	Email:
Single/Multiple Booking:	Date:

<b>Details of Hire</b>	
Arrival date and time:	
Departure date and time:	
Estimated No. in party:	
<b>Facilities/Services Required:</b>	
<p>Type of Event / Will children be present? Yes / No</p> <p>If 'yes' will you be adopting your own Child Protection Policy <input type="checkbox"/></p> <p style="padding-left: 150px;">or the School's Child Protection Policy <input type="checkbox"/></p> <p>If your own please name your Designated Lead:</p> <p>.....</p>	
<p>Prevent - Are there any issues which are relevant to the School's duty to prevent people from being drawn into terrorism?</p> <p>If 'yes' please refer to risk assessment</p>	<p>Yes / No</p>
<p>Do you have Public Liability Insurance?</p> <p><b>PLEASE NOTE THAT WE CANNOT CONFIRM A BOOKING WITHOUT A VALID PUBLIC LIABILITY INSURANCE CERTIFICATE</b></p>	<p>Yes / No</p> <p>If 'yes' please provide a copy of the certificate</p> <p>If 'no' please discuss with the School, this may prevent the hire of facilities</p>

<p>Special Conditions</p>	<p><b>Damage Deposit:</b></p> <p>Please note terms 8 in the contract regarding the damage deposit do not apply in this instance. Instead this condition will apply:</p> <p>Any additional damage caused to the Facilities and/or equipment will be charged at reinstatement cost. The School reserves the right to make a charge for additional cleaning time where the School Premises are left in a state which requires additional cleaning over and above that normally required.</p> <p><b>Meeting House Special Conditions:</b></p> <p>As the Meeting House is owned by The Local Quaker Meeting, if an unforeseen Quaker Meeting event such as a funeral occurs on the booking date set out in this schedule, the School reserves the right to cancel a booking under term 12, and under these circumstances term 5.3 will apply.</p> <p>The Meeting House car park is <u>only to be used</u> as a drop off or collection point, the organiser and their party must park all cars in the school car park as directed.</p>
<p><b>Charges</b></p> <p>Amount (£)</p> <p>Payment Date: 10% deposit, plus payment in full by .....</p>	
<p>Hire Charge:</p>	<p>See above</p>
<p>Deposit:</p>	<p>10% deposit due by .....</p>
<p>Damage Deposit:</p>	<p>See special conditions</p>



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**Appendix 2 – Risk Assessment, Signing-in Sheet and Induction for Hirers of School Facilities**

Name of Organiser	
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**Complete section 1 below to determine whether the contractor(s)/worker(s) will be undertaking regulated activity**

**Section 1:**

Questions	Considerations
<p>Will the individual(s) be undertaking regulated activity? i.e. is the work:</p> <ul style="list-style-type: none"> <li>• personal care (includes helping a child, for reasons of age, illness or disability, with eating or drinking, or in connection with toileting, washing, bathing and dressing) or overnight?</li> </ul>	<p>Yes / No</p> <p>If yes, consult HR before the individual(s) starts work. Checks including a DBS check and Children’s Barred List check must be completed before the individual starts work.</p> <p>If no, answer the next question</p>
<p>Will the individual(s) be undertaking regulated activity? i.e. is the work:</p> <ul style="list-style-type: none"> <li>• undertaken once a week or more often and providing the opportunity for contact with children; or</li> <li>• undertaken on 4 or more times in a 30-day period and providing the opportunity for contact with children.</li> </ul>	<p>Yes / No</p> <p>If yes, the Lead/coach is required to undertake all the checks in section 9 of the booking schedule then continue to the next section</p> <p>If no continue to the next section</p>

**If the individual(s) will not be undertaking regulated activity complete section 2 below to assess the risk**

**Section 2: Risk level and action**

This is not a cumulative score. The highest number will determine the action required. For example score in boxes = 1, 1, 2, 0, 3 etc. - action required as per '3' below. Refer to the Supervision of Staff Policy No 9.27 for guidance on supervision requirements

N/A	Not applicable
0	No supervision required – complete sections 3, 4, 5 and 6
1	Light supervision required – complete sections 3, 4, 5 and 6
2	Full supervision required – complete sections 3, 4, 5 and 6
3	Consult HR before the individual(s) undertakes any activity with children. Checks including a DBS check (but not Barred List check) may be completed.

State any factor that may increase or reduce the risk e.g. is the individual(s) known to a member of the School community / shortness of the visit?

**Section 3: Prevent Duty Risk Assessment**

<p>All schools and childcare providers must have due regard to the need to prevent people being drawn into terrorism. Does this person or group raise concerns with regard to the Prevent Duty.</p> <p>If yes consider additional checks for Prevent Duty including internet search and other checks as appropriate</p>	<p>Yes/No</p> <p>Detail Checks:</p>
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**Section 3: Control Measures including Supervisory Regime**

Details of supervision:

Other measures e.g. time / access restriction:

**Section 4: Individual(s) identity**

Type of activities to be undertaken whilst on site: .....

.....

Names of leaders or coaches	ID check/known*	Names of leaders or coaches	ID check/known*
Date:		Time:	

***\*Suitable photographic ID can include a driving licence, a passport (even if expired), an ID badge bearing a photograph provided by a company (this includes personnel coming on site to read meters etc.) or a young person's proof of age card. Known personnel do not require formal ID.***

**Section 5: Induction and briefing**

Contractor(s) and their employees/workers must be briefed on:

INDUCTION RECEIVED	YES	N/A
School's commitment to safeguarding. <b>Provide copy of Visitors' Leaflet</b>		
Fire evacuation procedure		
Location of toilet facilities		
Security brief		
Parking restrictions		
Smoking on-site		
Noise/use of radios		
Food safety brief (kitchens)		
Understanding that work areas must be secure, including prevention of access by children		

<p>Induction Form Completed by:</p>  <p>Signed by:</p>  <p>Dated:</p>	
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Keys issued	Key number(s)	Signed
Keys returned	Key number(s)	Signed

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**Section 6: Declaration**

<b>Declaration</b>	
<p>I confirm that:</p> <p>The details of the booking set out in this Schedule are correct.</p> <p>I have read the Hire &amp; Letting of Facilities Policy.</p> <p>I have read and agree to the Terms and Conditions for Hire of School Premises.</p> <p>I am authorised on behalf of the above-named organiser to sign the Terms and Conditions for hire of school premises.</p> <p>I confirm that I have Public Liability Insurance in place and certificate supplied.</p> <p>I agree to comply with the supervision and other measures outlined in the risk assessment.</p>	
Signature:	X
Full Name:	X
Position	X
Date:	X

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## Appendix 3

# Sidcot School - Terms and Conditions for Hire of School Premises

## 1. Bookings

1.1 All bookings made for hire of the School's facilities and services are subject to these Terms and Conditions ("**Conditions**"). By making a booking, the Organiser agrees to ensure that all members of the Organiser's party will comply in full with these Conditions.

1.2 The School will confirm acceptance of a booking in writing ("**Booking Confirmation**"). The School may in its discretion refuse to accept a booking. Cancellation of a booking by the Organiser following receipt of the Booking Confirmation may incur a cancellation fee under clause 5 of these Conditions.

1.3 All bookings are conditional upon the payment of the Hire Charge set out in the Schedule.

### Meanings

In these Conditions:

<b>"Arrival Date"</b>	means the date on which the hire of the Facilities commences as set out in the Schedule
<b>"Departure Date"</b>	means the date on which the hire of the Facilities ends as set out in the Schedule
<b>"Facilities"</b>	means the facilities and services hired by the Organiser as set out in the Schedule
<b>"Organiser"</b>	means the person, firm or company named in the Schedule
<b>"School"</b>	Means Sidcot School, Winscombe, North Somerset BS25 1PD
<b>"School Premises"</b>	means any part of the School, including land, within the ownership or control of the School

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## 2. Details of Facilities and Services

2.1 The attached Schedule sets out details of the Organiser's booking. The booking may only be changed following receipt of the Booking Confirmation if the School agrees in writing.

2.2 All bookings are subject to a minimum of a one hour hire.

2.3 Unless otherwise agreed, the Organiser will be responsible for providing its own staff.

## 3. Charges and Payment

3.1 The Hire Charge is set out in the Schedule. If the School supplies any additional facilities or services, or if the Organiser uses the Facilities for longer than the agreed time, a further charge will be made at the School's current published rates.

3.2 A non-refundable deposit is payable on the date set out in the Schedule.

3.3 Payment of the balance of the Hire Charge must be made in accordance with the payment dates set out in the Schedule. Time for payment shall be of the essence.

3.4 The School shall be entitled, without limiting any other rights it may have, to charge interest on any outstanding amount due. This interest charge will be at the rate of 4% above the base lending rate accruing on a daily basis until payment is made whether before or after judgment.

3.5 No payment shall be deemed to have been received by the School until the School has received cleared funds.

3.6 The Organiser shall make all payments due under these Conditions without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

## 4. Cancellation

4.1 The Organiser may cancel the booking either in whole or in part by providing written notice to the School at any time. If the booking is cancelled after receipt of the booking confirmation, the School reserves the right to charge the cancellation fees set out below. The date of cancellation shall be deemed to be the date on which the School receives written notice of cancellation.

<b>No. weeks before Arrival Date</b>	<b>Cancellation Fee</b>
10 weeks or more	Deposit
+ 2 weeks but less than 10 weeks	Deposit + 25% of Hire Charge + 25% of any additional charges for other services/facilities required
2 weeks or less	Deposit + 50% of Hire Charge + 50% of any additional charges for other services/facilities required

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4.2 The School may cancel or terminate a booking with immediate effect and without refund or liability to the Organiser if:

4.2.1 the Organiser fails to make a payment on the due date as set out in the Schedule

4.2.2. the Organiser fails to provide the School with a copy of the insurance policy as detailed in clause 9;

4.2.3. the Organiser or any member of its party fails to materially comply with any other provision of these conditions.

4.3 The School may terminate a booking with immediate effect if the School is, or will be, prevented by any cause outside its reasonable control from complying with its obligations under these conditions. The School, will where possible, give as much notice as possible, and where possible will propose alternative dates for the booking. If the alternative dates are unacceptable to the Organiser, all monies paid by the Organiser to the School will be refunded on a pro-rata basis

## **5. Use of Facilities**

5.1 The Organiser is responsible at all times for supervising members of the Organiser's party and ensuring their safety and good behaviour.

5.2 The Organiser must ensure that all members of the party comply with the following rules and any other rules notified to the Organiser by the School from time to time:

5.2.1 Only the facilities which have been agreed in the booking schedule may be used, and only during the period of the agreement. Facilities should be used only for the purpose which has been previously agreed by the School;

5.2.2 The facilities must not be used for any illegal or immoral purposes;

5.2.3 Only members of the organiser's party are permitted on the School Premises;

5.2.4 The Organiser and all members of the party must comply with all notices displayed within the School Premises, the conditions of all licences granted to the School, any specific rules notified to the Organiser by the School concerning the use of a specific facility and the reasonable instructions of the School and its staff from time to time;

5.2.5 Smoking is not permitted on the School Premises;

5.2.6 Alcohol is permitted on the School Premises subject to prior written agreement with the School and compliance by the Organiser with all the applicable licensing laws which, for the avoidance of doubt, include that no alcohol shall be permitted for under 18s;

5.2.7 The number of persons using any part of the Facilities at any one time must not exceed the maximum number permitted by the School;

5.2.8 Corridors and fire exits must be kept free of obstruction;

5.2.9 No damage must be caused to the School Premises, and no alterations may be made to any part of the School Premises without the prior written consent of the School



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5.2.10 No explosives or other hazardous substances may be brought on to the School Premises without the prior written consent of the School;

5.2.11 With the exception of assistance dogs; no pets or other animals may be brought on to the School premises without the prior written consent of the School;

5.2.12 No photographs or film for broadcast or professional use or publications may be taken without the prior written agreement of the School. Photographs can be taken of the Organiser's event for personal and/or publicity purposes, but the School asks that the Organiser ensures that where children are included, that parental consent is obtained first.

5.2.13 Tents or marquees cannot be erected on the School Premises without the prior written agreement of the School;

5.2.14 Advertising may not be erected on the School Premises;

5.2.15 No goods may be sold on the School Premises without the prior written agreement of the School (except in the event of fayres and markets where sale of goods is the reason for the let);

5.2.16 All cars must be parked in accordance with the School's directions

5.3 The Organiser acknowledges that use of the School campus facilities may not be exclusive.

## **6. Health & Safety**

6.1 Members of the Organiser's party use the Facilities and any equipment at their own risk and are responsible for their own health & safety. The School has no obligation to supervise members of the Organiser's party unless otherwise agreed. The control and instruction of members of the Organiser's party is the responsibility of the Organiser, and the Organiser must ensure that all members of the party are made aware of and comply with all notices, rules and regulations concerning the use of the Facilities as notified by the School from time to time (including but not limited to the School's Health & Safety Policy for Organisers).

6.2 If at any time the School, in its discretion, considers that any act or omission of the Organiser or any member of the Organiser's party may put someone or any property at risk, the Organiser must comply with any reasonable direction provided by the School in relation to the same.

6.3 The School reserves the right to remove from the School Premises any person whose behaviour in the School's opinion is unacceptable.

6.4 The School strongly recommends that relevant clubs and organisers have at least one adult trained to administer First Aid.

### **6.5 Swimming Pool Bookings**

6.5.1 As identified in the Sport England Health and safety Commission's 'Managing Health and Safety in Swimming Pools' publication; the Organiser is responsible for providing suitably qualified lifeguard supervision in adequate numbers in respect of hire of the swimming pool. If the Organiser cannot provide lifeguards; the School can with suitable notice provide them for an additional charge. The Organiser will not permit any swimming to take place or persons to be present on poolside without such supervision

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6.5.2 For groups running 'Recreational Swimming Sessions', the School will require the names of the National Pool Qualified Lifeguards (NPLQ) and their qualification expiry date and provide us with a copy of their certificate.

6.5.3 For groups running Coaching or Adult or Children's Swimming Lessons; the School will require the name of the Swimming teacher(s) holding Rescue Test for Teachers' Certificate and their qualification expiry date and provide us with a copy of their certificate.

## **7. Damage**

7.1 The Damage Deposit is payable as set out in the Schedule.

7.2 A schedule of the condition of the Facilities and any equipment therein will be agreed on the Arrival Date with all damage marked. Any additional damage caused to the Facilities and/or equipment will be charged at reinstatement cost and deducted from the Damage Deposit. The School reserves the right to make a charge for additional cleaning time where the School Premises are left in a state, which requires additional cleaning over and above that normally required. Such charges will be deducted from the Damage Deposit.

7.3 The balance of the Damage Deposit (if any) will be returned to the Organiser within one month of the Departure Date. Should the charges incurred under clause 8.2 exceed the amount of the Damage Deposit, the School shall invoice the Organiser for the balance, which shall be payable immediately.

## **8. Child Protection**

8.1 If the Organiser is an organisation that proposes to provide services/activities to/for children or will be hiring facilities which Sidcot students have access to; the Organiser is obliged to comply with the following:

8.1.1 The Organiser and all members of its party must either:

Follow their own child protection policy OR

Read and adopt the School's child protection policy, the Staff Pupil Code and Part 1 of Keeping Children Safe in Education.

The documents can be found here:

[http://www.sidcot.org.uk/assets/dynamic/documents/2.1\\_Safeguarding\\_and\\_Child\\_Protection\\_Policy.pdf](http://www.sidcot.org.uk/assets/dynamic/documents/2.1_Safeguarding_and_Child_Protection_Policy.pdf)

8.1.2 The Organiser will inform the School at the time of signing the contract, which procedure it is going to follow.

8.1.3 The Organiser will advise the School of the identity and contact details of their designated safeguarding lead for child protection.

8.1.4 The Organiser agrees that if any child protection concerns come to light, either with regard to their staff who may attend on site; or a child (irrespective of where they have occurred) they will inform the School immediately. The identity of the child will be anonymised as appropriate. The School will make a decision as to whether the information has any implications for the continuation of the hire, and may decide to end the contract or state that certain persons are no longer allowed on site if they are likely to pose a risk to other adults or children.

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8.2 The Organiser is required to ensure that their organisation adopts and implements the measures set out in the current versions of the statutory guidance Keeping children safe in education (KCSIE), Disqualification Under the Childcare Act 2006 (DUCA), the Safeguarding Vulnerable Groups Act 2006 (where applicable), The Education (Independent School Standards) Regulations 2014 (ISSRs 2014) and associated ISI Handbook., both as amended from time to time.

The validity of this contract is based on the following being in place:

- that the Organiser will carry out all relevant checks (see below) on all individuals employed/volunteer by their company / organisation who will work with or provide services to children on School premises under the contract;
- that the Organiser will keep and maintain records of such checks; and
- that the Organiser will allow a person authorised by the School to inspect such records at any reasonable time.

**8.3 Relevant checks for organisers proposing to provide services/activities to/for children, or who will be hiring facilities which Sidcot students have access to:**

8.3.1 If the Organiser is an individual with no over-arching affiliating body who can provide the appropriate assurances that the staff checks below have been completed, then they will be required to have the checks completed by the School or nominated agency at their own cost before being able to hire the facilities. The School is not obliged to assist with completion of the checks but will do so in its discretion. This may result in some organisers being unable to hire the School's facilities.

8.3.2 The following checks are required to have been completed before any individuals employed/volunteer by the Organiser can commence work at the School:

- verification of identity against an official document containing a photograph of the individual, such as a passport or photo card driving licence
- verification of address against a document such as a bank or building society statement, driving licence or utility bill from within the last three months
- an enhanced disclosure from the Disclosure and Barring Service (DBS)
- where the position amounts to regulated activity, and there is contact with Sidcot students, a check of the Children's Barred List – in certain circumstances the School may assist with this
- for teaching positions, confirmation that the individual is not subject to a prohibition from teaching order and if applicable, a check to confirm that the individual is not subject to any EEA prohibitions/sanctions deemed unacceptable to the School
- receipt of two satisfactory written references and confirmation that there are no concerns about the individual working with children
- confirmation of any qualifications that are a legal requirement for the post the staff member (including volunteer) will be undertaking

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- receipt of a Self-Declaration Form confirming whether the individual or anyone whom they live with, is not disqualified from working in connection with children under the age of eight in accordance with the Childcare (Disqualification) Regulations 2009 and DUCA (only applicable to individuals who will be providing childcare at the School to children under the age of eight)
  - a check of their full employment history with any gaps explained to the School's satisfaction
  - Checks to confirm that there is no risk to School in terms of it fulfilling its legal duty to have 'due regard to the need to prevent people from being drawn into terrorism (the Prevent duty). This may be comprised of an internet search, such as a Google search
  - verification that the individual is medically fit for the role; and
  - where the individual has lived outside the United Kingdom, confirmation that an overseas criminal records check or other appropriate check has been carried out where obtaining a DBS disclosure is not sufficient to establish their suitability to work with children.

## **9. Insurance**

9.1 The Organiser is responsible for the safe-keeping of all items belonging to the Organiser or members of its party which are brought onto School Premises.

9.2 The Organiser must arrange for public liability insurance of at least £5,000,000. A copy of the insurance policy must be provided to the Organiser on return of the booking schedule.

9.3 Those parking cars on school premises do so at their own risk. The School is not responsible for any losses or thefts of vehicles or their contents. The Organiser must advise members of its party to take appropriate precautions to protect their property.

## **10. Intellectual Property**

10.1 The Organiser may not use the logo or name of the School in any way without the prior written permission of the School. The exception is for the purpose of marketing events to be held at the school under a pre-agreed booking agreement.

## **11. Liability**

11.1 It is the responsibility of the Organiser to ensure that the Facilities are fit for the purpose for which they are hired. The School reserves the right to terminate the hire if it is clear that this is not the case

11.2 Notwithstanding anything else contained in these Conditions, the School shall not be liable to the Organiser or any member of its party for any loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for compensation whatsoever (howsoever caused) which arise out of or in connection with:

11.2.1 The failure by the Organiser or any member of its party to comply with any of these Conditions:

- 
- i. any act or omission of a third party;
  - ii. the loss of, theft of or damage to any personal items, equipment or property belonging to the Organiser of any member of its party;
  - iii. iii if the School has not breached any legal duty owed by it to the Organiser;
  - iv. if the loss or damage the Organiser or any member of its party suffers is not a reasonably foreseeable result of any breach by the School of its duty to the Organiser.

11.3 Nothing in these Conditions shall exclude or limit the liability of either party to the other for death, personal injury or damage to property caused by either party's negligence or fraudulent misrepresentation.

11.4 The Organiser agrees to indemnify and keep the School indemnified from and against any breach by the Organiser or any member of its party (or any invitee) of these Conditions including without limitations all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) however suffered or incurred by the School in consequence of the breach or non-observance of these Conditions.

## **12. Events beyond the School's Control**

12.1 The School shall not be liable to the Organiser for any loss or damage suffered or any cost or expense incurred by the Organiser due to the failure of the School to provide the Facilities, or any of them, for part of or the whole of the booking period, if that failure results from any event beyond the School's control (including, but not limited to weather conditions, fire, terrorist activity, industrial action, government action national emergency or other circumstances beyond the School's reasonable control).

## **13. General**

13.1 The Organiser may not assign or sub-let the rights granted under these Conditions. All rights granted to the Organiser are granted solely to the Organiser.

13.2 These Conditions and the Schedule form the entire agreement between the School and the Organiser and supersede any prior promises, representations, undertaking or implications whether written or oral.

13.3 The Organiser warrants that it has complied in all respects with the provisions of the Data Protection 1998 in respect of the provision to the School of personal data belonging to members of its party.

13.4 Failure or delay by the School in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

13.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions.

13.6 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive

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jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.

13.7 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the addresses as set out in the Schedule or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within 2 working days after it was posted in the manner hereinbefore provided.