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## Terms and Conditions of Hire

The following covers the terms and conditions of hire by Alfriston School (the "School") of the School's premises to any organisation including an individual, club, group (private and school groups) (the "Hirer"). This includes events, functions, booking the swimming pool, hall, room(s), and/or grounds for sporting/other activities.

### STATUS OF THE HIRER

1. Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful background.
2. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of providing exclusive possession of any part of the School or of creating any tenancy between the School and the Hirer.
3. **Important** – These conditions are to be read in conjunction with The Schools standard forms which are as follows:
  - **Pool Hire** pool normal operating procedures (NOP) and emergency action plan (EAP) ▪
  - **Hall, Room grounds Hire** School's dry side NOP and EAP

### HIRER'S RESPONSIBILITIES

These must be read and understood before signing the contract of hire:

#### 1. BOOKINGS

- a) To hire a facility, you must contact the School for details of availability and price. Once a suitable time slot has been found, you will be required to complete sign and return an application to hire form. Completed forms should be sent to the School for the attention of the Pool Manager.
- b) Return of this signed contract will constitute acceptance of these Terms & Conditions of Hire.
- c) The School also reserves the right, at its absolute discretion, to cancel or alter a contract at short notice due to unforeseen circumstances. Credits will be offered where appropriate.

#### 2. POLICIES AND ASSESSMENTS

It is expected that all user groups have their own policies for the following where applicable: a)

Risk Assessment including of the facility to be hired

- b) Health & Safety
- c) Emergency Action Plan
- d) Child Protection Policy (if children are within the group)
- e) Protection of Vulnerable Adults Policy (if applicable)

The School does hold a general policy for each of the above and users should familiarise themselves with them before using the School premises in the first instance.

#### 3. INDEMNITY AND INSURANCE

- a) The Hirer agrees to indemnify the School against any loss, damage, costs and expenses howsoever arising during the use of the School's premises by the Hirer except where such loss, damage, costs and expenses are directly attributable to the negligence of the employees of the School.
- b) The Hirer shall insure with a reputable insurance provider approved by the School, against such sums as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person on the premises by reason of the use of the premises by the Hirer.
- c) Unless specifically agreed by the School in writing, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and shall include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.
- d) The Hirer shall produce the policy of insurance and receipts for the current premium or premiums not less than seven days prior to hiring the School's premises and upon request by an official of the School within 7 days of such a request.
- e) Neither the School nor Buckinghamshire County Council shall be responsible for any injury to persons or damage to property arising out of the hiring of the premises.
- f) If the Hirer fails to effect any insurance for any of its equipment held or left on site and that equipment suffers any form of loss or damage then the school shall in no way be held liable for any such losses howsoever arising.

### GENERAL CONDITIONS

## 1. BOOKING PERIODS

a) Booking periods will be as follows:

**September – October**

**November – December January – March April – May June – July**

- b) A contract may be issued at any time pending availability but where possible, the contract renewal will take place to bring it in line with the half termly contract periods listed above.  
In general, contract renewal will be offered at the beginning of the month prior to the contract period and must be accepted within 14 DAYS, otherwise it will automatically be assumed that renewal is not required.
- c) The contract will state the actual days of the hire and should be checked. From time to time, the facility may be let on a “one off” basis for another activity to another user or the facilities may be closed for maintenance or special events.

## 2. QUOTATIONS

Verbal quotes are not valid. Only written quotes on the official application for hire form are valid.

## 3. INVOICES

- a) These will be raised in advance of the contract commencement date. Payment MUST be received prior to the start of the contract booking in accordance with the following clauses.
- b) Hirers in arrears will not be given admission into the School's premises and will not be offered another booking. Debts will be pursued via normal legal channels.
- c) In order to reserve the booking, a non-refundable deposit of 25% is payable on application.
- d) An invoice for the balance of the payment will be sent in due course.
- e) All payments must be received within 14 days of the invoice, unless otherwise agreed.
- f) Full payment for the booking must be received at least 4 weeks prior to the event date. Only full payment will constitute confirmation of the booking. The School reserve the right to cancel the booking without refund of the deposit if the full payment is not received on time.
- g) All payments must be made payable to **Alfriston Pool Limited** and should be sent to the School for the attention of the Pool Manager. Please write the invoice number on the back of the cheque or send a remittance advice if payment is made by BACS.
- h) The School reserves the right to charge a damage liability deposit prior to the start of the event. The amount will vary depending on the size and nature of the event or function. In all cases, the damage deposit must be given in the form of cash or guaranteed bank or building society cheque. The damage liability deposit will be refunded after satisfactory inspection of the facility and providing that no damage occurred during the period of hire.

## 4. CANCELLATIONS

- a) Bookings cannot be cancelled once the contract has been agreed and paid for. The Hirer's fees are not transferable or refundable.
- b) Deposits are non-refundable.

## 5. TIMING

- a) Equipment set up and set down is included within your hire period; please allocate sufficient time when making your booking.
- b) Out of courtesy to other users, do not access the School's premises until your agreed hire period.
- c) The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session.
- d) The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

## 6. USE OF SCHOOL PREMISES AND EQUIPMENT

- a) The permission of the School/Pool Manager must be obtained before goods or equipment are left or stored on the premises.
- b) The School seeks to maintain high standards throughout its buildings and expects all users to contribute to this. The Hirer will be held responsible for any damage caused by participants / spectators to any facility.
- c) In the event of any user or spectator causing damage to the facility, the cost of repairing any damage to the building or its fixtures and fittings will be charged to the person named on the printed agreement as the Hirer. The cost of the damage shall be assessed by the Alfriston Business Director whose decision shall be final.
- d) Equipment damage or defects must be reported to The Pool Manager via phone or e-mail within 24 hours of the occurrence.
- e) The School cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of The Hirer to make his/her own insurance arrangements if required.

- f) Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School premises, are permitted.
- g) The Hirer must ensure that participants and spectators adhere to all safety notices displayed around the School.

## **7. GENERAL BEHAVIOUR/ATTITUDE**

- a) For the benefit of all hirers and staff, participants and spectators must follow the School's management instructions at all times. Failure to follow reasonable instructions or use of abusive gestures or language may result in a total ban of a club / contract / user without refund.
- b) No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the School, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. A copy of the Temporary Event Notice must be supplied to the School at least 7 days prior the hiring. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring period.
- c) The whole of the School premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.
- d) Nothing shall be done on, or in relation to, the School's premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.
- e) The Hirer (and organisers of events in the School's premises) are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.
- f) The Hirer must comply with the School's arrangements for disposal of any rubbish or waste materials.
- g) Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the School's premises.

## **8. SAFETY**

- a) Fire exits must not be obstructed.
- b) Use of equipment not provided by the School is forbidden unless previously agreed with the Pool Manager in writing.
- c) Where the majority of the people attending are children or people with special needs, sufficient adult supervision must be present to control the movement of all users and to take reasonable precaution for their safety.
- d) No flammable or explosive substances are to be brought onto the premises.
- e) Any electrical equipment must conform to manufacturer service requirements and must be in sound condition in compliance with PAT testing.
- f) No equipment that would require more than a 13 amp domestic socket is to be used without prior written agreement of the School and then only to be connected by a qualified electrician.

## **9. SECURITY**

The Hirer or responsible representative must be present in the building throughout the period of the letting. The School and its authorised representative reserve the right of entry to all parts of the premises at all times and instructions must be given to staff/stewards to allow admission accordingly. The School staff/Stewards are not there to run your event or function but assist in the case of an emergency. Anyone found to be causing a disturbance will be expelled from the premises.

## **10. DISCLOSURE AND BARRING SERVICES (DBS) CHECKS**

It may be necessary for the Hirer to undergo a criminal records check via the Criminal Records Bureau (CRB). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the Pool Manager, to ensure that they have complied with the DBS Code of Practice and any relevant Buckinghamshire Safeguarding Children Board requirements to establish the requirement for DBS checks. When there is a requirement for DBS checks to be undertaken, The Hirer must keep appropriate records in line with the DBS Code of Practice and report to The School any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out not less than 7 days prior to the hiring.

## **11. EMERGENCY PHONE**

The swimming pool has an emergency line situated outside the pool office which during School hours will have direct contact with the main reception or is available to call emergency services. We strongly recommend that a mobile phone is brought to the School in case of emergency.

## **12. PARKING**

The School cannot accept responsibility for damage to, or the loss or theft of vehicles parked on the School's premises. Vehicles may be parked in the School's car park in marked spaces only during the hire period. **The Hirer must ensure that access to the School by emergency vehicles is not obstructed or delayed.** Drivers should avoid undue noise on arrival and departure.

## **13. FOOD AND DRINK**

No food and drink may be prepared or consumed on the School's premises without the direct permission of the Pool Manager.

## **14. FIRST AID FACILITIES**

It is the responsibility of The Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for The School to provide first aid facilities and use of The School's resources is not available.

## **15. MUSICAL PERFORMANCE**

No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced not less than 7 days prior to the hiring. The Hirer will indemnify the School against the infringement of copyright which may occur during the hiring.

## **16. RIGHT TO ACCESS**

The School reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Pool Manager, School staff or members of the governing body may monitor activities from time to time.)

## **17. COMPLAINTS**

Any complaints arising from a hiring agreement will be dealt with using the School's complaints procedure (a copy of which is available from the Pool Manager), or The Hirer own complaints policy, depending on the nature of the complaint. It will be at The Pool Manager's absolute discretion which complaints' procedure is followed.

## Appendix 1

### SPECIFIC CONDITIONS RELATING TO THE HIRE OF THE SWIMMING POOL

1. BATHER LOAD: The maximum number of persons able to be in the pool at one time is **30**. Other persons may be in the pool building at the same time but not in the water once the maximum number is reached.
2. Proof of the currency of qualifications (see below) held by those teaching or lifeguarding sessions will be required by providing sight of original certification.
3. The booking form does not entitle the Hirer to access at times other than those shown on the booking form.
4. On hire of the pool, all responsibility for the welfare and safety of those in the pool and pool building transfers to the Hirer of the facility.
5. The facilities may only be used for the purpose and period shown on the booking form.
6. All visits to the pool should be recorded in the diary held in the pool office.
7. In emergencies, assistance may be given by the staff on duty using the laid down procedures. In all cases, the nominated qualified Lifesaver / Lifeguard must stay out of the water and be easily identifiable to all users and must have had an induction by a member of the School's Pool Staff on the facility's action plans.
8. The School cannot under any circumstances accept responsibility or liability in respect of any damage or loss of any property or any items left upon the premises by the Hirer or any other person.
9. The School staff are not authorised to accept responsibility for the safe keeping of any money or goods - the Hirer must communicate this to all participants.
10. The Hirer must ensure that all participants and spectators abide by the pool's rules, copies of which are available on request.
11. Where applicable, the Hirer is responsible for the compliance with the terms and conditions of any licence issued by the local Council or any other body.

### LIFEGUARDING QUALIFICATIONS 1. UNDER NO CIRCUMSTANCES SHOULD THE HIRER MAKE USE OF THE POOL WITHOUT HAVING A

**QUALIFIED LIFEGUARD PRESENT.** The Hirer must ensure that there is in attendance at every session a qualified lifeguard who holds either a Pool Lifeguard Qualification, or in the cases of structured sessions, a qualified swimming teacher with a Reach Rescue qualification. It is the Hirer's responsibility that the qualifications are kept updated, such qualifications are produced to the Pool Manager upon request.

2. The lifeguard must be clearly visible and remain on poolside at all times. For guidance, please see the health and safety book HSG179 "Managing Safety in Swimming Pools".
3. All lifeguards must be at least 16 years of age.
4. The School will not be able to provide lifeguards for any session unless this has been agreed as a part of the hiring agreement.
5. In the case of sub aqua clubs, at least one member must hold either a current RLSS Pool Lifeguard or a current BSAC Lifesaver Award.

## Appendix 2

### **SPECIFIC CONDITIONS RELATING TO ROOM HIRE, HALL AND GROUNDS HIRE**

1. On hire of the hall, room or grounds, all responsibility for the welfare and safety of those in the facility transfers to the Hirer of the facility.
2. The facilities may only be used for the purpose and period shown on the booking form. All visitors must sign in as directed by the Pool Manager.
3. Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in School buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.
4. No food or drink is allowed to be consumed in these areas apart from water in sealable bottles.
5. The maximum number of persons to be admitted to the specific facility will be in accordance with the premises capacity as advised by the School.
6. Reasonable care should be taken to adequately protect the surface. The wearing of footwear likely to cause damage to the surface is forbidden (see users guide). Persons found wearing such footwear will not be permitted to enter the facility. The School wishes to emphasise that it is the responsibility of the person hiring the facility to ensure the maintenance of order. Any misconduct by any person using the facility may result in the Hirer and his organisation being refused any further bookings.
7. School furniture (other than chairs and tables in the hired accommodation) and equipment shall not be moved except by prior arrangement.
8. Any alteration or addition to the School lighting or electrical heating systems is strictly forbidden, except with the written agreement of the Pool Manager.
9. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed in writing.
10. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, all appliances switched off and lighting extinguished.
11. **OUTSIDE EQUIPMENT:** The Hirer shall not use any loud speaker system or other equipment from outside the premises without having obtained the prior written consent of the Pool Manager.

### **COACHING/TRAINING/TEACHING QUALIFICATIONS**

1. The Hirer must ensure that there is in attendance at every session a qualified person who holds the relevant Qualification for the Sport/Subject that is being delivered.
2. It is the Hirer's responsibility that the qualifications are kept updated.
3. The School will not be able to provide support for any session unless this has been agreed as a part of the hiring agreement.