## PORTANT INDEMNITY INFORMATION. PLEASE READ BEFORE SIGNING / EMAILING BOOKING FORM

- 1 The term "Room" in these conditions shall be taken to mean the particular accommodation or facility which the hirer has contracted to use
- 2 Use of the school kitchen can only be granted with approval from the Schools Operatations Manager (the use of the cookery classroom will be offered first).
- 3 The person by whom the application is signed shall be considered the "Hirer". Where a promoting organisation is named, the organization shall also be considered the hirer and shall be jointly and severally liable hereon with the person who signs the application form.
- 4 All fees must be paid in advance of the hiring unless otherwise agreed by the Headteacher. Cheques for hire should be made payable to "St Julian's School" and received at least one month prior to your booking.
- 5 An Invoice will be issued by Newport City Council for any hires over £100 and by the School for under £100
- 6 The Hirer shall, at the expiry of the period of hiring, leave the Room and adjacent premises in a clean and orderly state properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions replaced.
- 7 The school must be vacated within fifteen minutes after the agreed period of hiring.
- 8 Notice of cancellation of booking(s) must be made in writing to the Operations Manager/Headteacher who will inform the Lead Caretaker. At least 14 calendar days notice is required.
- 9 The Governing Body will not be liable for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or act of God which may cause the Room or any part thereof being rendered unfit or unavailable for the use for which it has been hired. School functions have priority and if a booking has, as a result, to be cancelled reasonable notice Room or any p will be given.
- The Governing Body reserves the right to cancel at any time during the Hirers period of booking any unexpired booking for the period in the event of failure to observe and perform any of these Conditions of Hire or non-use or misuse of the Room and/or adjacent premises of the Council by the Hirer as a result of hiring.
- 11 The hirer shall not use rooms and adjacent premises for any purposes other than that described in the application form and shall not sub-hire, or allow the premises to be used for any unlawful purpose or bring onto the premises anything which may involve increased risk of damage, fire or invalidate any policy of insurance in respect of these premises.
- 12 The Hirer is not entitled to use or enter the room at any time other than the specified hours for which the Room is hired unless prior arrangement is made with the Headteacher.
- 13 The Hirer shall be responsible for any damage which may occur to the room and adjacent premises during the period of hire or while persons are entering or leaving the room pursuant to the hire, and shall indemnify the Governing Body for the cost of repair of such damage which arises from any act or omission on the part of the Hirer, his servants, agents or any person resorting to the Room by reason of the use of the Room by the hire. The Governing Body advises that groups/clubs take out an insurance policy to cover this indemnity.
- 14 Newport City Council and the Governing Body are under no liability whatsoever in respect of personal injury, loss or damage incurred by the hirer and others attending the School. Again, the Governing Body recommends that groups/clubs take out an insurance policy to cover this indemnity.
- 15 The Hirer shall be responsible that good order is kept in the Room during the period of hire
- 16 The Governing Body reserve the right to end any entertainment or meeting not properly conducted
- 17 No bolts, tacks, screws, bits, pins or other like objects shall be driven into any part of the Room nor shall any advertisement or notices be placed on walls
- 18 All doors giving access to the Room shall be kept unfastened and unobstructed and immediately available for exit during the whole of the period of hire.
- 19 No additional lights or extensions from existing electric lights are to be installed
- 20 No electrical equipment eg. Disco-musical instruments, kettles etc to be brought onto the premises for use by the hirer unless a valid electrical test certificate has been produced to the booking secretary prior to the hire date.
- 21 The Council accepts no responsibility for any property left on the premises after the hiring.
- 22 The right of entry and exclusion from the premises is reserved to members of the Governing Body and the Headteacher or his/her representative on duty and any police officer on duty at the time during the period of hire.
- 23 It is the hirer's responsibility to ensure that approved footwear is worn. Outdoor footwear must not be worn in the Gym are
- 24 Raffles, prize draws and the selling of goods must not take place in the school.
- 25 At the commencement of each session, the hirer must sign a form issued by the Caretaker to confirm that the school was actually used on that day.
- 26 In accordance with school policy, all areas are designated NO SMOKING at all times.
- 27 Failure to adhere to any of the above will mean that no school will be let in future to the person(s) in default.
- 28 This agreement is not transferable and must not be tampered with in any way.
- 29 VAT Please note VAT may be charged on some items
- Following the decision of the Court of Justice for the European Union (CJEU) in London Borough of Ealing , HMRC accepts that certain supplies of sporting services made by local authorities can be treated as exempt from VAT. Therefore, the following VAT charges apply:
- 29b 1) Hire out of Sports Facilities-Supplies of sporting facilities any hire (let) of land or premises e.g. pitches, courts, internal halls, sports halls and rooms for the purpose of sporting activities are now treated as vat exempt
- 29C 2) Hire out of Rooms only-VAT Exempt
- 29d 3) Hire out of Rooms with additional service pro ons e.g. refreshments, catering or non fixed equ ent - Standard VAT Rate
- 30 The person responsible for the booked session is required to ensure Health and Safety procedures are communicated to all persons. Copy available on request
- 31 Additional callout charge will be charged after the event if Caretaker/Site team are required to come out during the booking outside of agreed arrangement to open/close