## Ysgol Gynradd Ty-Du Rogerstone Primary School

Ebenezer Drive Newport NP10 9YX

Tel: 01633 831610 Pennaeth/Headteacher: Mr. S Rayer MAETHU YSBRYDOLI CYFLAWNI





## **CONDITIONS OF LETTING**

- 1. All agreements for the hire of any facility must be signed by the applicant and returned to the Lettings Office, Rogerstone Primary School, **before** any booking can be considered for approval.
- The person by whom the agreement form is signed shall be considered the hirer. Where a promoting organisation is named the organisation also shall be considered the hirer and shall be jointly and severally liable hereon with the person who signs the form.
- 3. The school reserve to themselves the right to amend at any time during the hirer's period of booking the hire charges. The hirer will be notified of any amended charges prior to the revised charges becoming operative at which time the hirer will have the right to terminate the agreement providing one calendar month's notice in writing to the Lettings Office, Rogerstone Primary School.
- 4. The School reserves to themselves the right to cancel any booking should the hired facility be required for school use, a booking considered to be of high priority e.g. National Squad Sessions or should any circumstances over which the School have no control render the hired area or any part thereof not available on any day or days, night or nights or parts thereof on which the use of the hired facility may have been granted. The hirer will not be charged for these School initiated closures. The hirer shall not be entitled to any compensation in the event of cancellation by the hirer.
- 5. The School reserves to themselves the right to cancel at any time during the hirer's period of booking any unexpired bookings for the period in the event of non-use or mis-use of the hired facility or associated facilities by the hirer or organisation.
- The hire of a facility does not entitle the hirer to use that hired facility or associated facilities at any time other than the specific hours for which the facility is hired unless prior arrangements have been made with the Lettings Office, Rogerstone Primary School
- 7. The hirer shall not sub-let the hired facility or any part thereof.
- 8. The hirer shall be responsible for all damage arising from any act or omission to act or neglect on the part of the hirer, his servants, agents or any person resorting to the hired premises by the hirer, which may occur to the hired facility and adjacent premises of the Council and to any property in the hired facility and such adjacent premises during the period of hire or while persons are entering or leaving the facility pursuant to the hire.
- 9. The School shall not be responsible for loss or damage to any property arising out of the hiring or for any loss, damage or injury which may be incurred by or

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done or happen to any person or persons resorting to the hired facility or adjacent premises during the hiring arising from any act or omission to act or neglect on the part of the hirer, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer or any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the hired facility to be temporarily closed or the hiring to be interrupted or cancelled and the hirer shall indemnify the School against any claim which may arise out of the hiring as a result of any act or omission to act or neglect on the part of the hirer, his servants or any person resorting to the hire of the premises by reason of the use of the hired premises by the hirer.

- 10. The right of entry to the hired facility is reserved to the School's duly authorised officers and servants and any other agent of the School and any Police Officer at any time during the hiring.
- 11. The hirer shall at the expiration of the period of the hiring leave the hired facility and associated facilities in a clean and tidy state.
- 12. If the hirer shall continue his occupation of the facility or any part of the facility after the time for which he engaged the same he shall pay for the excess period double the hiring charge originally agreed upon. He shall in addition be responsible for any loss or damage occasioned to the School by reason of such holding over.
- 13. No flags, emblems or other decorations shall be displayed on any part of the hired facility without the previous consent of the School or its duly authorised officer.
- 14. No additional lights or extensions from the existing electric lights are to be installed.
- 15. The hirer shall not use the hired facility or any part thereof for any purpose other than that mentioned in the application.
- 16. Organisations booking the facility will be required to pay for any damage and/or vandalism caused by participants or spectators attending their event.
- 17. No metal studs or blades are to be worn on the 3G surface.
- 18. No heavy or sharp objects are to be placed on the 3G surface.
- 19. Chewing gum, walking dogs and smoking is strictly prohibited within the school boundary including within the 3G fence boundary.
- 20. If the hirer fails to observe and perform any of the above conditions of letting the School may cancel any other booking that the hirer may have without incurring any liability to the hirer whatsoever other than for the return of any fee paid.

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- 21. The hirer shall be responsible to ensure that a registered first aider is available for all sessions and that school fire action procedures are understood and a register taken before all lettings commence.
- 22. Any incident or injuries should be reported to the Lettings Office and will be appropriately recorded, investigated and reported to Newport City Council.
- 23. 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. The Governing Body recommends that groups/clubs take out an insurance policy to cover indemnity.
- 24. **Goalposts** can be moved providing they are moved correctly and returned to their original position.

Rogerstone Primary School Governing Body March 2023

Lettings Office email lettings@rogerstoneprimary.com

e-mail: rogerstone.primary@newport.gov.uk | www.rogerstoneprimary.com | Twitter @RogPrmSch