

Hiring of Premises & Conditions of Use

Policy Number: HBS018

Governor Committee: H, S & P

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Policy Review

This policy will be reviewed in full by the Governing Body no less than annually.

The policy was last reviewed and agreed by the Governing Body on 09/02/2022.
It is due for review in 12 months from the above date.

Signature _____

Date _____

Head Teacher

Signature _____

Date _____

Chair of Governors

All terms and conditions as set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the School.

DEFINITIONS

A letting is defined as 'any use of the school building(s) and/or grounds by parties other than the School'. Use of the premises for activities such as Governors' meetings, staff meetings, or similar do not require any additional agreements. However, all staff hiring the premises outside of the remit of the School will be covered by these conditions.

For the purpose of this document, the following definitions apply:

- a. 'School' — Headteacher, Business Manager, or person authorised to act on their behalf, of Hitchin Boys' School on behalf of the Board of Governors
- b. 'Hirer' — person or organisation who makes use of the premises, irrespective of whether or not the School's Booking Form for Hire has been signed or a charge is made for their use.
- c. 'Let' or 'Letting' — any use of the School building(s), grounds and/or facilities by parties other than the School for a period of hire to be used in accordance with these conditions of hire.
- d. 'Block Booking' — a number of consecutive bookings for the same rooms/period of hire, which also includes bookings by individuals, clubs, societies, organisations etc

2. Premises available for hire and charges

- a. The use of the premises will include use of toilets, such tables and chairs as are determined by the Hirer and School at the time the booking is confirmed, together with free car parking facilities within the School grounds up to a number agreed, when the premises are hired. Parking facilities are limited and are at the owner's risk.
- b. School equipment, material, students' work etc., may **NOT** be used, or moved without the prior consent of the School, in writing.
- c. The Hirer shall not bring onto School premises, or use any equipment or materials, without the School's prior written permission. This includes:
 - i. Any equipment that has not been PAT tested
 - ii. Any equipment involving combustible material
 - iii. Film projectors using flammable film
 - iv. Curtaining, scenery, structures or other effects.

All equipment that is brought onto the school premises for the purpose of letting must be removed immediately afterwards unless specifically agreed by the school, such as small quantities of items stored for regular bookings.

- d. Only that part of the premises hired, apart from access, toilets and areas designated for car parking, may be used. The hirer must ensure that persons attending premises hired shall not enter upon any other part of School premises.

3. **Hirer**

- a. Where the Hirer signing the Booking Form is an individual, he/she must be over 18 years of age. A person authorised to sign on behalf of an organisation must be over 18 years of age.
- b. The Hirer, being the person, or organisation, signing the Booking Form, shall be responsible for observance of the School's 'Conditions of Hire' and must be present throughout the period of the letting.
- c. The Hirer undertakes to comply with all instructions relating to the hire of the Premises made by the School's on-site representative.

The Booking Form should be completed and returned no later than 21 days before the date of hire. All fees will be invoiced by the school and should be paid in advance, at least 7 days before the date of the letting. Any additional requirements and requests should be clearly stated on the Booking Form; this includes the piano, PA system, audio-visual items and any such items that may be required.

For regular bookings, only one Booking Form is required. Contact details must be given for the individual attending on the date of hire, if different. Any changes to these details must be advised to the School immediately

It is the responsibility of the hirer to satisfy themselves that the accommodation and furnishings requested are suitable for the purpose required. If electrical equipment is used, the School cannot be held accountable for the suitability or compatibility of such.

GENERAL CONDITIONS

1. The Hirer and Guarantor, who both must be over the age of 18 years, must sign the application form. The premises hired shall be used only in accordance with the conditions agreed when written Confirmation of Hire has been made by the School. The Hirer may not transfer the hire to any other person, or group, or assign or sublet any part of the premises, without the prior written agreement of the School.
2. A security deposit shall be paid immediately at time of booking, with the remaining balance to be paid at least 28 days before the commencement of the event, or full payment if less than 45 days.
3. Any notification of cancellation or alteration of the letting must be given in advance as soon as possible prior to payment but no less than one week prior to the booking by which time payment will normally have been received. If the Hirer cancels more than 28 days before the date of the booking, a full refund will be given. If cancellation occurs earlier than 14 days before, a refund will be made but will incur a 5% administration charge of the basic hire charge. If the Hirer cancels within 14 days of the date of the booking, 25% of the hire cost will be deducted and a refund given for the remainder.
4. The School reserves the right to:

a) cancel the letting at any time without reason and, in such event, shall not be liable for damages or otherwise in respect of such cancellation [the School will endeavour to find suitable alternative accommodation].

b) cease the letting if the Hirer fails to comply with the fire and Health and Safety regulations.

c) relocate lets depending on need and circumstances and alter times where necessary.

In the event food has been ordered via an external provider and the letting is cancelled by the hirer less than 48 hours before the letting, the hirer will be responsible for this cost and the cost of hire. NB: cancellations for a Monday must be made by the previous Thursday morning.

5. The Hirer shall not assign or sublet the premises or any part of the premises.
6. Authorised Officers of the School may enter the premises at any time for any reason during the period of hire.
7. The Hirer is responsible for the area of the premises hired and access and egress routes for the period of hire.
8. It is the responsibility of the Hirer to ensure that the accommodation used is left in a clean and tidy condition. If in the opinion of the Caretaker the premises are not left clean, the Caretaker will clean the premises and the cost will be recovered from the Hirer.
9. All Hirers must comply with the allocated times of the booking; failure to adhere to this condition will incur costs from the deposit for any additional extra time. **The Hirer shall ensure that all attendees are off the School site by the end of the Letting Time (NOT STARTING TO CLEAR UP).**
10. When classrooms are hired, the Hirer will be responsible for ensuring that pupils' property, work and School equipment is not interfered with in any way.
11. Any damage, litter or disorder upon your arrival to the premises should be reported to the contact on site.
12. When you specify the time required on the application form please include the preparation time and clearing up time you require. The premises may normally be used between:
 - a) 4.00 p.m. to 11.30 p.m. Monday to Friday inclusive
 - b) 9.00 a.m. to 12.00 midnight. Saturdays
 - c) 9.00 a.m. to 10.00 p.m. Sundays

(Subject to variation)

14. The School's code of conduct for staff forbids employees from accepting cash from individuals or organisations. Please ensure that no such offers are made to School

staff as refusal to accept may cause offence. Any small gifts of appreciation may be passed to the appropriate member of staff via the Headteacher or School Business Manager of the School.

15. No intoxicating liquor shall be included in the refreshments available at any function held on the premises without prior permission of the Governing Body and the application form signed duly requesting this permission. The Hirer shall not sell intoxicating liquor on the premises unless the appropriate licence has been obtained and copy provided to the School. It is the Hirer's responsibility not to allow anyone under the age of 18 to consume alcohol on the premises.
16. No additional staging, curtaining or scenery may be erected, or adaptations, modifications or additions made to any part of the electrical installations, without the previous consent in writing of the School. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the School and shall be reinstated forthwith at the expense of the Hirer to the School's satisfaction.

All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on to the Education Premises nor taken away while the premises are in normal use. Storage facilities cannot normally be provided. Any property not so removed by the Hirer may be removed by the School, with any additional charges (i.e. for storage or removal) being recoverable from the Hirer.

17. Posters of announcement of meetings or any form of advertising of forthcoming events taking place in the Education Premises may only be displayed on Education premises by agreement with the School Business Manager or School Lettings Administrator.

Any notice boards to be provided by the hirer may be displayed for 24 hours prior to the commencement of the letting. Some events, advantageous to the School, may be advertised outside with the agreement of the School.

19. Hitchin Boys' School prohibits:
 - a. the use on floors of any polishes, chalk, or similar
 - b. any gambling on School premises with the exception of licensed raffles organised by the School
 - c. No screws, nails, staples, sticky tape or similar is to be used in any part of the School property
 - d. The sale or consumption of intoxicants must be authorised before the hire. It is the responsibility of the hirer to ensure all/any licensing requirements are satisfied

HIRE OF KITCHEN FACILITIES

If these facilities are to be used, it should be noted that the School has made arrangements with the School's catering contractor for each Hirer to use the kitchen and its facilities. All areas of the kitchen should be cleaned and left tidy after use. The contractor will then make an inspection and conduct another clean prior to their normal use.

Licensing Act 2003 – alcohol, music, performance of dance, plays and late-night refreshment

A licence for any of the above activities is not necessary where a function is not open to the public. However, any event for which tickets are sold (i.e. public event) or where any alcohol is sold (or is provided inclusive of a ticket price) will require a Temporary Events Notice (TEN) licence.

BLOCK BOOKINGS: PAYMENT OF CHARGES, TERMINATION

1. If there is no longer than 28 days between the first and the last Hire Periods in a Block Booking the hire charge shall be paid in full immediately the Contract is made.
2. In all other Block Bookings, the Hire Charge in respect of the Hire Period occurring between the date of the Contract and the end of the complete calendar month next following that date shall be paid immediately the Contract is made and thereafter the Hire Charge in respect of the Hire Periods occurring in each calendar month shall be payable in advance on the first day of each month.
3. If no termination date for the Block Booking is specified in the Particulars, the Contract shall continue until terminated by either party by giving 28 days' written notice to the other provided that, if the Hirer fails to comply with any of his obligations under the Contract the School may (without incurring any liability to the Hirer) terminate that Contract on giving immediate notice to that effect to the Hirer and without any monies paid by the Hirer to the School having to be refunded.
4. Termination or alteration of the Contract by the Hirer not specified in the Particulars must be done by giving 28 days' written notice. If the Hirer fails to give the required notice, the Hirer shall be held responsible for any cancellation and charged as per the Particulars.

LETTINGS ADMINISTRATOR AND SITE MANAGER DUTIES IN CONNECTION WITH LETTINGS

1. The Lettings Administrator and Site Manager are the School's Officers supervising your letting.
2. The Lettings Administrator and Site Manager are responsible for making sure before and at the end of the letting that:
 - (a) the premises are open at the agreed time as stated on the application form or subsequently approved by the School;
 - (b) unlock the room(s) to be hired and check that the accommodation to be hired is in a safe and satisfactory condition for the organisation to hire. The security alarm system will be set to 'local' arrangements for the area(s) not being let;

- (c) to ensure the security of the site at all times while the letting is taking place. To regularly patrol the premises and monitor the entrance(s) being used. All other entrances will be kept locked and made suitable for means of escape purposes only;
- (d) to check the premises before and at the end of your letting (with a representative from the group), for damage and to ensure that the premises have been left in a clean and tidy condition;
- (e) where the same accommodation is hired by more than one group on the same day, to ensure that the accommodation is checked in between each letting;
- (f) to ensure, as far as practicable, that users of the site do not behave in a manner likely to cause injury to themselves or others or result in damage to the buildings or contents;
- (g) in the event of an emergency, telephone for assistance (. e.g. ambulance, etc.) and assist the organisation(s) on the School site;
- (h) to remain on the School premises throughout the duration of the let.

HEALTH AND SAFETY

1. There will be **NO SMOKING** on School premises, this includes e-cigarettes and vaporizers.
2. The Hirer must ensure that if the kitchen is used it is restricted to authorised persons only (i.e. no children).
3. A telephone is available in the School Interview Room for *emergency calls only*. This should not be used at any other time.
4. Permission to use the premises will not be granted if, in the opinion of the School, it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interfere with any existing occupation or with School activities.
5. The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss, or damage to any person or property on all occasions during the hire.
6. The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application form or stipulated in the acceptance.
7. The Hirer is responsible for arranging any first aid provision for their organisation's members whilst on the premises. The School will require a letter of indemnity from the Hirer to prove this. Where permission has been granted to enable the premises to be used for the purposes of a youth organisation no member of the organisation may enter the premises unless the Hirer (or deputy previously notified to the School) is present on the premises and members of the organisation may remain on the premises only as long as the Hirer or their deputy is present on the premises.

8. Any electronic equipment brought onto the site will be the responsibility of the Hirer. This must have a current Portable Appliance Test (PAT) Certificate.

CHILDREN

When children are part of the hire or are admitted onto the site, they must be supervised at all times and suitable provision made for their wellbeing.

Where the hire is for children, i.e. party, activities, groups, etc., there should be a sufficient ratio of adults to children as is suitable for the type of hire.

NSPCC guidelines:

0 to 2 years	1:3
2 years to 3 years	1:4
Under 5 years only	1:4
4 years to 8 years	1:6
9 years to 12 years	1:8
13 years to 18 years	1:10

With regard to events where the number of children exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, in order to control the movement of everyone involved. The Hirer must take all reasonable precautions to ensure the safety of the children (as per the requirements of Children's and Young Persons Act 1933).

USE AND CARE OF ADDITIONAL FACILITIES

1. The use or movement of School pianos is granted only on application to and at the discretion of the Headteacher or School Business Manager who shall be satisfied that any movement will be carried out by the Caretakers Team.
2. Chairs and furniture may not be removed from classrooms or staff rooms without written permission of the Headteacher or School Business Manager. Chairs located in halls are included in the hiring charge. Chairs must not be removed from the premises for use on playing fields or playgrounds.
3. Design Technology, Food Technology rooms, Science Laboratories, Workshops, Staffrooms and other specialist rooms, are not normally available for use by the general public and any such use will be granted only in certain circumstances at the discretion of the School Lettings Manager who will ensure that such use, when granted, does not impair the efficiency of these rooms or their normal purpose.
4. The use of School facilities, such as audio-visual equipment, computer equipment, etc, is not allowed unless prior approval has been given by the School.

5. The School must be advised if food will be brought onto the premises. Cooking is only permitted in the school if previously agreed. The school is not responsible for the quality and/or safety of food and drink brought onto the premises by the Hirer.
6. The use of School playgrounds for car parking by Hirers is subject to the approval of the School. The parking of vehicles will not be permitted on any service road or approach drive where such parking would impede the easy passage of emergency services or obstruct resident's driveways. Parking is only allowed in designated playground areas.
7. The use of preparation or material for the purpose of preparing a floor for dancing is not allowed as they may make the floor dangerous for normal use.

NEARBY HOUSES AND RESIDENTS

1. The Hirer shall ensure that no disturbance is caused to the residents of nearby houses by reason of the letting.
2. Noise, particularly music, shall be no more than as deemed reasonable by the School's on-site representative.
3. The Hirer shall encourage guests/visitors to the event to park vehicles in the parking areas within the School grounds and shall include a note on all advertisements and tickets for the event that there is ample FREE parking in School grounds, and that cars should not be left in adjacent roads. The School may call for evidence that this has been done before permitting a function to commence.

INSURANCE COVER

The School has a Third-Party Hirers Liability insurance policy which covers the hirer against a claim for injury, loss and/or damage to third parties as well as the building as a direct result of the hire. This is designed to cover low risk, ad hoc hires such as weddings, parties, meetings etc.

For any private groups/clubs/activities which are run on a commercial basis, all Hirers should obtain their own Public Liability Insurance and Hirers Insurance to protect them against claims of this nature, which may be made against them either by the School or other third parties. Employers liability insurance should also be obtained if applicable.

Evidence of adequate insurance cover should be provided to the School and up to date certificates provided as necessary.

HEALTH & SAFETY/EMERGENCY PROCEDURE

The number of persons admitted to the premises must not be more than the building, or part thereof, can properly accommodate.

The hirer is responsible for ensuring that any activity does not restrict the use of passages, exits or fire exits etc.

On the date of letting, the hirer must make themselves aware of the fire regulations posted in the hall/room they have hired and ensure they are understood. It is their responsibility to inform those attending of the fire procedures, exits, etc.

Hirers should report any suspicious incidents to the Police immediately and then inform the Bookings Administrator of the same. Admission should be given to any representative of the police, ambulance, or fire service at any time provided clear identification is provided. Admission should also be given to members of the Governing Body or their representatives.

DEPOSITS

Deposits are requested for all lettings. The deposit will not be returned should a breach of any term or condition or cancellation of the letting by the organisation. The School reserves the right to retain the deposit for any damage/loss/cancellation/amendment/ alteration.

DAMAGES AND BREAKAGES

The public use of the School premises is permitted on the express condition that those responsible undertake that all meetings will be conducted with propriety and will hold themselves liable for any damage incurred. All breakages or damage must be reported immediately to the Bookings Administrator or the Site Manager.

The Hirer must take precautionary measures to ensure the conduct of meetings, dances or other functions avoid unavoidable damage to the school property. Stiletto heels should not be worn.

INDEMNITY

Those responsible for the hire must indemnify the School from and against all actions, claims, demands, losses, costs, damage and/or expenses which may be brought or made by any person in respect of injury or damage sustained by them in consequence of/or arising from the use of the premises.