

Hiring of Premises & Conditions of Use

Policy Number: HBS018

Trustee Committee: H, S & P

Author: DiW

Owner: Deborah Ivory-Webb

Issue Date: 19/03/2024

Review Date: 19/03/2025

Policy Review

This policy will be reviewed in full by the Board of Trustees no less than annually.

The policy was last reviewed and agreed by the Board of Trustees on 19/03/2024.
It is due for review in 12 months from the above date.

Signature _____

Date _____

Headteacher

Signature _____

Date _____

Chair of Board of Trustees

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Policy Statement

Hitchin Boys' School aims to maximise the use of all its facilities. The intended purpose of the Academy's facilities is to benefit the school community; however, the Academy understands that extending the use of the premises to the wider local community allows us to maximise our income and provide an advantage to the clubs and groups who will use our facilities.

The Academy endeavours to positively contribute to increasing participation in activities taking place in the local community and makes these facilities available outside of the school hours through controlled lettings under the Management of the School.

Purpose of the Policy

The purpose of this Policy is to set out the basis under which school facilities may be used by third parties when not required by the school itself. This policy has been drawn-up by the Board of Trustees to provide instructions for the School Management on how such lettings should be managed.

A. Facilities for Hire

The site offers external and internal sporting facilities, conference and classroom facilities for community benefit. A full list of current facilities for hire is shown in Appendix 1.

Use of the premises for school functions will take priority over lettings. The school reserves the right, at any time, to cancel any letting but will endeavour to give as much notice as possible to hirers.

On enquiry, all potential hirers will be directed to SchoolHire. This will detail all our facilities, Terms and Conditions of Hire and Lettings Tariff.

B. Hours of Use

Hours of use for the facilities are shown in Appendix 2.

Considering the affiliation that the Sports Centre maintains with the Academy, teaching staff have the ongoing option to use any of the Academy's facilities throughout any given school day (8:00am – 3:30pm) – therefore, use of facilities during these times is restricted.

All toilet/changing facilities will remain open to the community until closing time.

Access beyond the above times may be granted upon prior agreement with the Sports Centre Management.

C. Tariffs and Payment

The published tariffs will be reviewed annually and set by the Academy's Trust. Lettings Tariffs for all facilities are published on the SchoolHire website and are listed in Appendix 3.

Bookings must generate an overall net profit for the Academy once a negotiated rate has been applied.

Use for Academy purposes e.g. School Clubs, Home and School Association, Student/ Parent Voice Group and Trustees meetings shall not require a hire agreement or incur charges.

After approval of a new booking The Hirer will be charged accordingly.

For one off bookings, the Hirer must pay through SchoolHire at the time of booking to secure their booking.

For block bookings the Sports Centre will take payments online via SchoolHire, the first payment will be taken upfront and a payment schedule will be set up for the following payments which will be billed monthly.

If bookings over-run the Sports Centre Management maintains the right to charge the hirer for any additional time used to the next 15 minutes. **Hirers will incur a £30 fine for persistent overrunning on booking times. A £30 administration fee will be applied should any changes to booking times / days be made with less than 7 days' notice.**

D. Cancellations

If payment is not received, the booking will automatically be cancelled and the Hirer will not be given access to the facilities.

Should the Sports Centre Management deem that any hirer is continually abusing the block booking system in any way, the Academy or Sports Centre Management will retain the right to cancel that booking with 7 days' notice in writing.

The Sports Centre Management reserves the right to refuse admission, or to evict, any person from the facilities.

Should the Academy require any area of their facility that is normally used by a booking for the purposes of a special event or similar, Sports Centre Management will inform any hirer affected with a minimum of 7 days' notice in writing. The Hirer will not be invoiced for these cancellations. If payment has already been made, a refund will be provided.

It is the responsibility of the hirer to ensure that each weeks' activity is paid for irrespective of use or not. The Hirer must notify the Sports Centre Management of any coming cancellations through SchoolHire within 28 days. The Hirer is expected to pay for any cancelled dates that were failed to be communicated to the Sports Centre Management.

Failure to pay for a booking will result in termination of the entire booking.

Any hirer wishing to terminate their entire booking must forward their request in writing to the Sports Centre Management (via email) no later than 28 days before the requested termination date. All outstanding fees must be paid up to date before the termination request will be accepted.

All Weather Astroturf Pitch only: it is recommended that Hirers take insurance out for cancellation in the event of bad weather such as snow or ice. It is rare that the pitch is closed for bad weather and hirers will be notified via email. Cancellation is usually at the discretion of the Hirer.

E. Lettings Procedure

The Terms and Conditions of Hire are attached as Appendix 4 and must be adhered to at all times.

Bookings can be made by individuals or organisations through SchoolHire. The named person who makes the booking will be responsible for all the booking, is solely liable for the hire of the

facilities, all hirers will be asked to accept our terms and conditions of hire. By completing our online booking process you are agreeing to abide by our Terms and Conditions.

Any amendments made to Terms & Conditions of Hire will be communicated to hirers and must be accepted when they are implemented.

All groups & clubs affiliated to a governing body are required to provide proof of Insurance when booking online through SchoolHire (it is a condition of this hire that the organisation has Public Liability Insurance cover with a minimum indemnity limit of £5m on any one claim).

On receipt of a booking request, the Sports Centre Management shall:

1. Verify the request is capable of being fulfilled and meets the Terms defined herein.
2. All new requests shall be subject to the approval of the Sports Centre Management, and if required presented to the School Business Manager or Academy Trustees.
3. On acceptance (and approval where required) the hirer will receive confirmation and will be charged automatically via SchoolHire.

For block bookings, the Hirer will be expected to pay via SchoolHire in line with the invoice requirements. No refunds will be given if the Hirer is unable to fulfil his/her part of the lettings agreement.

F. Management Responsibilities

At all times the facilities will be managed by the Sports Centre Management and users will be expected to abide by the Terms & Conditions of Letting. The Academy and/or Sports Centre Management reserve the right to terminate any letting where there is evidence that the organisation is in breach of any of the Terms & Conditions of Hire or effects unnecessary damage to the facility.

The Academy and/or Sports Centre Management reserves the right to:

- Introduce, amend or delete such rules as may be required from time to time due to the needs of the service or due to changing circumstances.
- Levy charges and fees as it considers appropriate for the use of the facilities or services, and to alter such charges or fees at their sole discretion.
- Refuse admission or the continued use of the facilities to any person or group who, in the Academy's opinion, are in breach of any rule, or whose behaviour is such that it interferes with the safe, efficient operation of the facility.
- Close the facilities for maintenance repair, holidays or any other reason. Where such closure occurs no claim can be made against the Academy, Board of Trustees, Sports Centre Management, staff or personnel in respect of loss or inconvenience, or any other damage suffered.

Appendix 1 – Facilities for Hire

The Academy is able to offer the following facilities for community benefit:

Sporting Facilities:

External

- Malcolm Hunt Memorial All Weather Pitch – 91.4m x 55m, 2G AstroTurf with Floodlights (marked into 1 adult pitch or 2 junior pitches [45.7m x 55m]).
- 2 Grass Rugby Pitches – approx. 100m x 70m per pitch. (Sept - April)
- Russell Field
- 5 Tennis Courts (fenced and gated) – 23.77m x 8.23m per court; 2 Courts with Floodlights.
- Cricket Pitch (May - Aug)

Internal

- Main Sports Hall – internal dimensions - 33m x 18m (marked into 4 Badminton Courts, 1 full-sized Basketball Court or 2 smaller Basketball Courts) with 4 Cricket Nets and a curtain to separate the hall into two halves.
- Old Gymnasium Sports Hall – internal dimensions = 20.25m x 11.75m. (Marked for Badminton, Junior Basketball)
- 2 Studios (within Main Sports Centre) – Room 1 (includes a kitchen facility) = 10.25m x 8.75m; Room 2 = 14.25m x 6m.
- Dining Hall – internal dimensions - 17.4m x 11.8m & 10m by 8m side room (includes integrated tables & chairs that can be stacked to the side).

The use of each area includes toilet, changing & shower facilities:

- Changing facilities (within Main Sports Centre) – 1 male and 1 female changing areas with toilets and showers. Separate disabled changing and toilet facility is available in reception.
- Changing facilities (within Tennis Centre) – 1 male and 1 female changing areas with toilets and showers. Separate disabled changing and toilet facility is available near reception.
- Gymnasium & Dining Hall Toilet (single toilet available)

Academy Facilities

- Classrooms – Classroom size may vary but will be suitable for at least 20 people, classrooms include chairs and tables and projector
- Conference Room - Located in Woodlands
- Dining Hall – internal dimensions - 17.4m x 11.8m & 10m by 8m side room (includes integrated tables & chairs that can be stacked to the side).
- Main School Hall - 312.42 m²

Parking

The Academy's community facilities have three car parks. The main car park is situated on the left side of Grammar School Walk as you approach the Sports Centre, holding 40 spaces. The other two car parks are located in the school; Junior Playground car park being to the right of the Sports Centre (holding approximately 10 spaces) and North Court car park is located down to the back of the School (holding approximately 70 spaces).

Parking for any Astro pitch users is available in the North Court Car Park. This can be accessed through the Main School gates on Grammar School Walk.

The Academy accepts no responsibility for any damage / theft caused whilst using our car parks.

Access

Access to the Sports Centre and Academy facilities will be gained through the Sports Centre entrance under the management of the Sports Centre staff.

Access to the All Weather Astroturf Pitch should be via the Grammar School Walk entrance, with parking available in the North Court car park. Pedestrian access is also available via the walk-through gate on Fishponds Road.

Appendix 2 – Hours of Use

Hours of use for the facilities are expected to be as follows, however can vary depending on bookings;

<u>Term Time</u>	<u>School & Sports Centre</u>	<u>All Weather Astro Pitch</u>
Monday – Friday	16:00 – 22:00	18:00 – 22:00
Saturday	09:00 – 19:00	09:00 – 18:30
Sunday	08:00 – 22:00	08:00 – 22:00

School Holidays

Monday – Friday	09:00 – 22:00	08:00 – 22:00
Saturday	09:00 – 19:00	09:00 – 18:00
Sunday	08:00 – 22:00	08:00 – 22:00

Please take into consideration the affiliation that the Sports Centre maintains with the Academy; teaching staff have the ongoing option to use any of the Academy's facilities throughout any given school day (8:00am – 3:30pm) – therefore, we restrict the use of our facilities during these times.

All toilet/changing facilities remain open to the community until closing time.

Access beyond the above times may be granted upon prior agreement with the Sports Centre Management.

Appendix 3 – Lettings Tariffs

Lettings Tariffs – Sports Centre Facilities:

	Adults	Juniors
Badminton Court	£ 12.50	£ 11.25
Table Tennis	£ 12.50	£ 11.25
Tennis Court	£ 12.50	£ 11.25
Sports Hall	£ 44.00	£ 39.60
Half Hall	£ 25.00	£ 22.50
Gymnasium	£ 26.00	£ 23.40
Studio	£ 22.00	£ 22.00

All prices listed are per hour

10% discount applied for block bookings

Sports Centre booking charges include use of communal changing accommodation, showers, electricity, water and gas. Storage is limited and will be charged at an additional cost and calculated based upon size and location.

Lettings Tariffs – School Facilities:

Main School Hall	Charity/Community	Private
Weekday	£25.00	£50.00
Weekend*	£25.00	£70.00
Woodlands Conference Room	Charity/Community	Private
Weekday	£12.50	£25.00
Weekend*	£27.50	£40.00

Sixth Form Centre Common Room	Charity/Community	Private
Weekday	£12.50	£25.00
Weekend*	£27.50	£40.00
Classroom	Charity/Community	Private
Weekday	£10.50	£19.00
Weekend*	£22.00	£30.00

*Weekend bookings must be for a minimum of two hours and are by enquiry only

All prices listed are per hour

10% discount applied for block bookings

Academy Facilities booking charges include use of toilet facilities, electricity, water and gas.

Lettings Tariff – All Weather Astroturf Pitch

	Full Pitch	Half Pitch
Junior	£63.00	£35.00
Adult	£90.00	£50.00
Floodlights	£20.00	£10.00

All prices listed are per hour

10% discount applied for block bookings

These prices include use of equipment on the pitch as well as use of the changing facilities in the Tennis Centre with access available through the external changing room doors.

Appendix 4 – Terms and Conditions of Hire

All bookings are to be made directly via the SchoolHire online booking platform.

All lettings shall be subject to the following Terms & Conditions:

Responsibility of the Hirer

1. The Hirer who makes the booking will be responsible for all the booking, is solely liable for the hire of the facilities, all hirers will be asked to tick to accept our terms and conditions of hire. By completing our online booking process you are agreeing to abide by our Terms and Conditions.
2. It is the Hirer's responsibility to leave facilities, entrance areas, toilets/ showers and equipment in a satisfactory state and to remove their own rubbish. The Hirer is responsible for any breakages or damage caused by the hirer.
3. The hirer is responsible for ensuring the facility is suitable for the activity, safe for use by the group, and that all equipment meets the standards in force at the time of the event. The hirer must check the facility and equipment prior to use – any defective equipment is not to be used and must be reported to the Sports Centre Management.
4. Smoking is not permitted anywhere on the site and no alcohol is permitted on the premises at any time except at licensed events. Any events which require alcohol being served must be agreed to with Sports Centre Management at the time of booking. Please email the Sports Centre Manager if you require an event licence.
5. For the benefit of all our customers and local residents, we would ask that you do not use abusive language whilst using any of the Academy's facilities.
6. No food is allowed in any of the sports facilities. Food and drink should only be consumed in the reception area or with prior arrangement in Studio 1, Studio 2 & the Dining Hall. Only sports bottles may be taken into the hall/pitch.
7. Facilities may have equipment that is available for use. The Hirer should identify at the time of booking what equipment will be required.
8. If the Hirer requires storage space for their own equipment, they will be charged in relevance to which storage space they are using and how much equipment they are requesting to be stored. This charge will be agreed upon by the Sports Centre Management.
9. Any dispute relating to the hire of any given facility will be referred to the Sports Centre Management.
10. Variations to this contract agreed by the Hirer and the Sports Centre Management may be made when the contract is renewed.
11. Guests and other visitors should be made aware of these conditions and regulations.
12. The person making the booking will be responsible for payment, behaviour of their group and any damage caused by group members.
13. To respect the facilities and the community; this includes vacating the facilities promptly and quietly, not to cause any purposeful damage or to deface any of the facilities and surrounding area, no foul language to be used and disposing of any litter in the bins provided.
14. HBS Sports Centre is not liable for any damage or theft to any equipment left on site.
15. Animals, with the exception of Assistance dogs, are not permitted on Academy premises.

Insurance / Qualification & Safeguarding

16. The terms & conditions of booking must be accepted at the time of booking by the lead adult who must remain on the premises during the contract of hire. No young person under the age of 18 years should be left without adult supervision.

17. All clubs/organisations will require Public Liability Insurance; evidence of the insurance must be submitted via SchoolHire (it is a condition of this hire that your organisation has Public Liability Insurance cover with a minimum indemnity limit of £5m on any one claim).
18. All adults running, coaching or helping activities for Children under the age of 18 must hold a current, satisfactory enhanced DBS Certificate. When completing a booking, you will be asked to confirm that all adults leading groups have this in place. Adults who are either going through the enhanced DBS process or have yet to go through enhanced DBS process should not lead sessions until the process has been satisfactorily completed and the DBS form seen. This is the responsibility of the hirer.
19. Where an individual group is found to be promoting views in contravention of the Academy's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Hirer will be asked to leave the premises immediately and all subsequent bookings cancelled without refund.

Health & Safety

20. All hirers are to make provision for the first aid of their club's/users. Any event hosting more than 50 people are required to book or designate a suitably qualified first aider.
21. On arrival to the facilities the hirer should make themselves and all guests aware of the Fire and Emergency procedures at the facility. On hearing the alarm all areas must be evacuated immediately and the hirer must make sure all personnel are accounted for.
22. Authorised representatives of the Academy shall have free access at all times for H&S and inspection purposes.

Payment

23. Upon receiving the first payment from a new Hirer, Sports Centre Management thereby allocate the requested facility/s and time slot/s found on SchoolHire to the relevant Hirer **only** until termination date.
24. After approval of a new booking, the Hirer will be charged upfront via SchoolHire in line with their payment schedule.
25. In the case of one off booking, the Hirer will have to pay through SchoolHire at the time of booking to secure their booking.
26. For block bookings the Sports Centre will take payments online via SchoolHire in line with their payment schedule.

Cancellations

27. If payment is not received, the booking will automatically be cancelled and the Hirer will not be given access to the facilities.
28. Should the Sports Centre Management deem that any hirer is continually abusing the block booking system in any way, they will retain the right to cancel that booking with 7 days' notice in writing.
29. The Sports Centre Management reserve the right to refuse admission, or to evict, any person from the facilities.
30. Should the Academy require any area of their facility that is normally used by a booking for the purposes of a special event or similar, Sports Centre Management will inform any hirer affected with a minimum of 7 days' notice in writing. The Hirer will not be invoiced for these cancellations.
31. It is the responsibility of the hirer to ensure that each weeks' activity is paid for irrespective of use or not. The Hirer must notify the Sports Centre Management of any coming cancellations

- through SchoolHire within 28 days. The Hirer is expected to pay for any cancelled dates that were failed to be communicated to the Sports Centre Management.
32. Failure to pay for a booking will result in termination of the entire booking.
 33. Any hirer wishing to terminate their booking prior to the original termination date must forward their request in writing to the Sports Centre Management (via email) no later than 28 days before the requested termination date. All outstanding fees must be paid up to date before the termination request will be accepted.
 34. All Weather AstroTurf Pitch only: it is recommended that insurance be taken out for cancellation in the event of bad weather such as snow or ice. It is rare that the pitch is closed for bad weather and hirers will be notified via email. Cancellation is usually at the discretion of the Hirer.

Charges

35. Lettings Tariffs for all facilities are published on the SchoolHire website.
36. If bookings over-run the management group maintains the right to charge the hirer for any additional time used to the next 15 minutes.
37. Hirers will incur a £30 fine for persistent overrunning on booking times.
38. A £30 administration fee will be applied should any changes to booking times / days be made with less than 7 days' notice.

Booking Time

39. All bookings must be inclusive of setting-up and setting-down time. Any bookings which regularly exceed this time will be charged the additional time for their booking.

Photographs / Data / Performance Rights

40. From time to time photographs may be taken of activities for promotional purposes. Staff will check with group leaders before taking photographs.
41. It is the Hirer's responsibility to ensure that any photographs or videos involving children are only taken and used with prior consent of the child's parent/ guardian.
42. Information supplied and held by the Sports Centre Management will be kept in a secure manner in line with data protection laws.
43. No copyright dramatic or musical work or lecture shall be performed, sung or delivered without the licence of the owner or the copyright, and all such licences shall be provided to the Sports Centre Management before the commencement of the hiring. The Academy reserves the right to censor and cancel without liability for loss as a result of such censorship or cancellation, any stage play, sketch, lecture or other performance or event for which copyright legislation applies if proof of copyright/performing rights is not forthcoming from the hirer. The hirer shall indemnify the school against any infringement of copyright which may occur during the hiring.

Liability

44. The Academy will not be held liable for accident to person(s) or loss of property by any person or organisation during or in connection with bookings at any of the Academy's facilities. Anyone entering or using the facility does so at his or her own risk, and the Academy and Sports Centre Management accept no liability in respect of any loss, damage, or injury, howsoever caused.
45. Prior to commencing activities, the Hirer is responsible for completing the relevant risk assessments. Any accidents that do occur should be noted on an Accident Report Form at the

relevant facility and reported to the Manager of the Sports Centre immediately on 01462 459270. A copy of the risk assessment may be requested.

Footwear

46. All users should wear appropriate, non-marking footwear in any of the indoor facilities to preserve the Academy's facilities.
47. All Weather Astroturf Pitch only: The Pitch surface is a 2G Sand Dressed Pitch and as such only appropriate footwear is permitted on the Pitch. Blades and studs of any description are not allowed (This includes moulded studs). Players found wearing non-approved footwear will incur a fine of £50 which shall be payable to the trust within 7 days of such an offence. Should the fine not be paid within this period the booking will be suspended until such a time as the fine is paid. The interpretation of approved footwear shall be at the sole discretion of the Sports Centre Management. If there is persistence from a Hirer's players the booking will be terminated without refund.

Additional Terms & Conditions for the All Weather Astroturf Pitch

Floodlights

1. Use of the floodlights is automatically added to the price of any applicable bookings via SchoolHire. These will be operated automatically at the necessary times. If you would like to change the timing of the lights please contact the Sports Centre Management at least 48 hours before your booking for this to be implemented.
2. The floodlights are programmed to switch off at 22:00 promptly every night to comply with local bylaws.

Entry to the pitch

3. Only coaches, players & officials are permitted to enter the pitch, all spectators must remain outside the fence for the duration of the session.
4. Juniors are not permitted on the pitch without a responsible adult (requires DBS & appropriate coaching qualification) present.
5. It is the Hirer's responsibility to ensure parents or guardians accompany their children to the venue and ensure prompt collection from the venue.

Equipment

6. The hockey goals are not to be used for any activity other than Hockey. 5-a-side Football goals are provided for football use.
7. Goals must be moved by at least two people and the wheels must be used to avoid damaging The Pitch.
8. Climbing on the nets or perimeter fence, swinging from the crossbars and any other behaviour which is likely to lead to damage or injury is forbidden and may result in your termination of your booking in part or whole.
9. The hirer will be liable to cover the cost of any damage caused to the facilities or equipment. Any future booking will be cancelled until the damage is paid for in full.

10. To preserve the health of the pitch (with the exception of Hockey), the pitch is to be used across the width and not down its length.

Other

11. Chewing gum, food or drink (except water in metal or plastic bottles) is expressly forbidden on The Pitch or anywhere within the fence around the pitch. All litter is to be removed or placed in the bins provided.
12. It is the hirer's responsibility to inspect the pitch and facilities prior to their use of the pitch, and the Hirer thereafter assumes any responsibility for any incident or damage caused during their period of Hire.
13. Any damage or faults found or caused by the Hirer is to be reported to the Sports Centre Management at hbssports@hitchinboys.co.uk immediately.
14. In the interest of player safety any jewellery should be removed before using the pitch.
15. All users are to be respectful and give due consideration to the staff, to the users of nearby facilities and the local residents. No excessive noise, conduct or general nuisance will be tolerated.

The Academy's Board of Trustees would like to stress that all persons using the facilities do so at their own risk. Users are strongly advised to seek medical advice before undertaking exercise. Users with any known medical condition should consult their doctor before partaking in any form of exercise.

Appendix 5 - [Prevent Policy](#)

Appendix 6 - [Accident Reporting Form](#)

Appendix 7 - Academy Fire & Evacuation Procedures (link to be added)

Appendix 8 - Emergency Procedures (link to be added)