



CAMS HILL SCHOOL
(Foundation)

Conditions of Hire

Public Liability Insurance Policy with Zurich Municipal

CAMS HILL FOUNDATION SCHOOL
CONDITIONS OF HIRE

1. In these conditions:

‘School’ means the school identified at the head of this document.

2. Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

3. Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

4. Applications

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

5. Gymnasium / Multi Purpose Studio / Sports Hall

Only suitable footwear should be worn in the gymnasium, multi purpose studio and sports hall. Only indoor cricket balls should be used in the sports hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.

6. Grass Sports Pitches and Hard Court Multi-Use Games Areas

- i. these facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport
- ii. the grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have access to any other parts of the School
- iii. the grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball and tennis. No additional marks shall be made to the sports pitch or hard court areas by the Hirer
- iv. the grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands
- v. litter must be removed from the facility at the end of the hire session.

The Governors reserve the right to cancel any event if the grassed areas are considered to be unfit for any reason.

7. School equipment

No use may be made of apparatus such as stage fittings without specific permission.

8. Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing, and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If applicable, the Hirer should be prepared to help to move and replace furniture as necessary. If not, the Hirer will be charged for the hours necessary to replace furniture at normal standard charge.

The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests / delegates or third parties engaged by it. The School accepts no responsibility for such items.

9. Storage

Storage facilities are available at an additional charge. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

10. Hirer's property

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the Governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell nor any other substance, apparatus, or article of a dangerous nature.

The Hirer shall indemnify the establishment against all claims for damages, compensation and / or costs in respect of:

- i. bodily injury or illness to Third Parties, and / or
- ii. damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

The Hirer shall be responsible for loss or damage to the establishments premises and contents.

The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 13 & 14 above.

11. Refusal of hire

The Governors may refuse an application to hire the premises if:

- i. the premises are required by the School
- ii. there has been any damage to the property or breach of these conditions during previous use of the premises by the Hirer
- iii. for any other reason the Governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the Governors by reason of such a decision.

12. Cancellation by the Governors

The School reserve the right to cancel any hiring without notice if:

- i. the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- ii. the Hirer has failed to disclose material information concerning the proposed hiring, or
- iii. there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstances, the Governors will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

13. Cancellation By the Hirer

The Hirer must give at least four weeks' notice of cancellation to the Lettings Officer, acting for the Governors. If any shorted period of notice is given, the Governors reserve the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge.

14. Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out on the attached Schedule.

- i. the Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School
- ii. all hire charges must be paid within ten working days of the invoice being issued. This invoice will be issued at the end of each calendar month for all the hires that have taken place in that month
- iii. failure to settle invoices within 2 calendar months may result in cancellation of booking
- iv. the School reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form
- v. the Hirer shall, if so demanded, pay at the time of booking a refundable deposit of £50 to be held by the Governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Governors and their decision will be final. Use of school meals facilities and equipment is subject to separate conditions for which a deposit of up to £100 will be required. Deposit payment should normally be received 10 working days before the hire of School facilities.

15. Statutory requirements

The school will provide an accessible First Aid Kit whenever the school is holding an event, or during the hire of premises. This will be lodged in the reception area.

All other statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, musical, dancing (including disco) and stage events must be considered to be public entertainments, unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainments, it is the hirer's responsibility to inform the local council's Licensing Officer and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours, or even if admission is free and open to all.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the hirer.

16. Attendance and Behaviour

- i. the Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved
- ii. the Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour
- iii. it is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the School's and Hirer's insurance arrangements.

The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Headteacher's representative considers the behaviour of the Hirer, its guest / delegates or third party contractors to be unreasonable, then the representative may cancel and / or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

17. Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that Temporary Event Notice is obtained from the local licensing authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Event Notice he obtains.

The School reserves the right to require sight of the Temporary Event Notice prior to the letting.

18. Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety.

The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

19. Smoking

It is against the law to smoke in these premises as per the new Smokefree law dated 1 July 2007. Anyone in charge of premises will have a legal requirement to prevent smoking, both parties could be fined. Any fine incurred by the school will be passed on to the Hirer with an additional charge for inconvenience. If the Hirer is seen not to adhere to this, then the School will have no option but to terminate the let with immediate affect.

20. Litter

Hirers must ensure all litter generated by a hiring is cleared away before departing from the site.

21. Site Management

The Site Manager, or appropriate representative, is instructed by the Governors to ensure that the Conditions of Hire are fully complied with. All reasonable instructions given by the Site Manager on duty must therefore be followed. A Site Manager, or nominated person, should be on site, or immediately contactable by telephone, throughout the let.

22. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

23. Right of access

The Governing Body and its agents reserve the right of access to the premises during the letting for the purposes of inspection.

24. The Headteacher or his/her representative reserves the right to suspend or withdraw use of the School by an individual or group with immediate effect on the following grounds:

- i. causing intentional damage to the School, its equipment or any personal belongings of other Users
- ii. violent, threatening or abusive behaviour to a member of staff or any other Users
- iii. theft of any property belonging to the School or other Users
- iv. disruptive behaviour which is interfering with the activities of others
- v. behaviour which puts at risk the health , safety or well-being of others
- vi. non compliance with or breach of licensing laws
- vii. behaviour which is deemed to be offensive and / or results in complaints from Users
- viii. refusal to follow reasonable directions from the Site Manager or other members of the School's staff
- ix. non-payment of School invoices
- x. any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all Users.

Following the suspension, the User will be given reasons in writing and will be offered the opportunity to appeal to the Governing Body of the School, whose decision will be final.

25. The Hirer may not assign or sub-let the hire of the School.

APPLICATION FOR HIRE OF FACILITIES AT CAMS HILL SCHOOL:
INSURANCE COVER UNDERTAKEN BY HIRER

Name and address of applicant -----

----- Post Code -----

Contact No: Day..... Eve..... Mob.....
Contact E-Mail Address: -----

Name of organisation and position within the organisation (if applicable): -----

Invoice address if different from above -----

Facilities required:

Gymnasium Sports Hall Main Hall Kitchen
Multi Purpose Studio Football Pitch Tennis Courts
Netball Courts

Grass pitch [specify] ----- Room(s) [specify number] -----

Other Facilities [specify] -----

Purpose of hire -----

(Please specify if for young persons under 18 or members of a registered youth group, OAP group or adult handicapped/disadvantaged)

Single Event Start Date of Event:.....

Regular Hiring End Date of Event:.....

Term Time Only Day of Week.....

Starting Time: ----- Finishing Time: -----

Anticipated cost of hiring: ----- All charges are subject to VAT @ 20%.

APPLICATION FOR HIRE OF FACILITIES AT CAMS HILL SCHOOL Cont:

- . I understand that insurance cover for this letting is my responsibility, and I will provide details of the insurance cover prior to commencement of the hire – Copy Attached.
 - . I have read and accept the regulations relating to hire, and agree to abide by the general conditions and any special conditions communicated to me.
 - . I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- I agree to the payment conditions.
I am over 18.

Signed: -----

Name in Full: -----

Date: -----

A copy of this section will be returned to you as confirmation, or otherwise, of the Letting.

For Office Use:

Name: -----

Address: -----

Post Code: -----

Tel. No: -----

Approval is given / not given to your application to hire:-----

Signed: -----

Date: -----

Comments: -----

At CAMS HILL SCHOOL

On/From: -----

Starting at: -----hrs, finishing at: ----- hrs

The charge will be: £ -----