

# HAYDON SCHOOL

**Hire Policy** 

#### **Mission Statement**

Haydon School is committed to the achievement of individual excellence, encouraging students to be creative and considerate, confident of their role in society and capable of rising to the challenges of a diverse and rapidly developing global economy.

Haydon School is committed to Safeguarding and promoting the welfare of Children and Young People and expects all Staff & Volunteers to share this commitment.

Any establishment using our premises through hire is required to provide DBS information and a copy of their Child Protection Policy if they are providing activities for young children and young people, or if their activities take place whilst our students are present.

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#### 1. Introduction

Haydon School recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them. Enabling a multi-purpose use of the school buildings may encourage the community to have a feeling of ownership and prevent any vandalism as well as generating additional income for the school.

#### 2. Our aim

By hiring our premises, we intend to:

- o Ensure that educational use of the building is prioritised without prohibiting other users
- o Maximise the use of the school for the benefit of the community
- o Raise money to support the activities of the school
- o Pursue the extended schools' agenda

#### 3.Categories of user

There are four categories of users who, in the event of a clash, will be prioritised in the following order.

- o Educational/statutory user (of direct benefit to the school)
- o Community user
- o Commercial/private user (clubs/schools)
- o Personal use

The category will be decided by the Director of Finance and Operations who will consult with the Head teacher in cases of uncertainty or dispute.

#### 4.Facility hire charges

Facilities at Haydon School are hired on an hourly basis and include charges for basic setting/tidying up time. If the Hirer needs a special setup/customisation for parties or events the cost will be provided after briefing. The Hirers are required to vacate the facility promptly to allow the next session to start on time. See Appendix 4 for price list.

#### **Pricing review**

Haydon School reserves the right to amend the facility hire charges at any time where necessary. All groups will be notified as appropriate. Facility Hire Charges will typically be reviewed annually.

#### **5.Procedures for hire**

Contact us via email lettings@haydonschool.org.uk to ascertain availability and current facility hire charges.

The Hirer will be sent a booking application pack including details of our Terms and Conditions – please see Appendix 1. Depending upon the type of hire, the information that may be requested includes:

- o Completed booking form with authorising signature to confirm that you agree to the terms and conditions of hire and payment schedule
- o Evidence that necessary DBS checks have been undertaken and confirmation of relevant coaching qualifications
- o Copy of the Hirer's child protection statement/child protection policy
- o Risk assessment for the activity being undertaken
- o Hirer's insurance details

At this stage please state any particular requirements you may have for the facility set-up or equipment.

On receipt of the necessary information a booking confirmation will be sent to the Hirer.

#### 6.Payment

Invoices will be issued monthly. Non-refundable deposit may be required.

VAT may be payable depending on type of hire.

#### 7.In the event of an incident

The Hirer must complete an 'Incident Reporting Form for Hires' – Appendix 2 – in case of an incident and give this to the Marketing and Development Officer. The Hirer will inform the school of any findings that may be relevant. The school is not responsible for undertaking risk assessments for the Hirer's activity(ies).

#### 8.Complaint procedure

- o If the school has a concern about a hire, the Marketing and Development Manager or delegated representative will raise the concern with the Hirer
- o If the matter remains unresolved the Hirer will receive written notice of termination of the booking agreement
- o If the Hirer has a concern they should contact the Marketing and Development Manager

- o The Marketing and Development Manager will deal with the complaint and will attempt to resolve the situation
- o If this is not successful, the concern will be taken to the Director of Finance and Operations.

TERMS AND CONDITIONS OF HIRE OF SCHOOL FACILITIES

#### 1 In these conditions:

'School' means Haydon School.

#### 2 Acceptance of conditions

The hiring of 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 14 days 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.

# 5 The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.

6 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.

#### 7 Gymnasium/sports hall

Only suitable footwear should be worn in the gymnasium or sports hall. No school games equipment may be used without permission.

#### 8 Grass sports pitches and hard court multi-use games areas

(i) These facilities should be used for their intended purposes only ie. 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 facilities at the School. The Hirer shall not have any 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, basketball, tennis and small-sided football. 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.

#### 9 School equipment

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

#### 10 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 arrangements. Official/fire 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 Director of Finance and Operations. 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.

#### 11 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.

#### 12 Storage

Storage facilities cannot be provided.

#### 13 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 Trustees, 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.

- 14 External Electrical Appliances Must be PAT tested prior to bringing onto school premises.
- 15 Electrical Extension Leads/Multi Plug Adapters Must not be used under any circumstances.
- 16 The Hirer shall indemnify the School 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.

- 17 The Hirer shall be responsible for loss or damage to the school premises.
- 18 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage. (See the Annexe to this section for explanatory notes on insurance).

#### 19 Refusal of hire

The Director of Finance and Operations or their representative may refuse an application to hire the premises if:

a) The premises are required by the School

b) There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer

c) For any other reason the Director of Finance and Operations deems it necessary to refuse the application.

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

#### 20 Cancellation by the School

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

(i) the facility 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 Terms and 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 Director of Finance and Operations.

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

#### 21 Cancellation by the Hirer

The Hirer must give at least four weeks' notice of cancellation to School. If any shorter period of notice is given, the School reserves the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

#### 22 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the prevailing rates.

(i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there may be a cancellation fee payable and any refund of monies already paid will be at the discretion of the School

(ii) All hire charges must be paid within 14 days of the invoice being issued. Invoices will be issued at the time of the hire for ad hoc bookings and monthly for regular bookings.

(iii) 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 booking form.

(iv) The Hirer shall, if so demanded, pay at the time of booking a non-refundable deposit to be held by the School 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 School and their decision will be final.

#### 23 Statutory requirements

(i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority 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.

(ii) 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. The Hirer must indemnify the School against any action for breach of copyright.

#### 24 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 hire 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 Hirer's insurance arrangements.

# 25 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate.

The Director of Finance and Operations 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 Director of Finance and Operations' 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.

#### 26 Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Director of Finance and Operations. 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 a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice they obtain.

# 27 The School reserves the right to require sight of a Temporary Event Notice prior to the hire.

#### 28 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the School.

#### 29 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.

#### 30 Smoking

Smoking is not permitted on School's premises under any circumstances.

#### 31 Duty Team Member on Site

The Duty Team Member on Site is instructed by the Director of Finance and Operations to ensure that the Terms and Conditions of hire are fully complied with. All reasonable instructions given by the Duty Team Member on Site must therefore be followed.

32 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. Hirers park their vehicles on the Haydon School site at their own risk. Access for emergency vehicles must be kept clear at all times.

#### 33 Right of access

The School reserves the right of access to the premises during the hire.

- 34 The Director of Finance and Operations or her representative reserves the right to suspend or withdraw use of the School premises by an individual group with immediate effect on the following grounds:
  - o causing intentional damage to the School, its equipment or any personal belongings of other users
  - o violent, threatening or abusive behaviour to a member of staff or other users
  - o theft of any property belonging to the School or other users
  - o disruptive behaviour which is interfering with the activities of others
  - o behaviour which puts at risk the health, safety or well-being of others
  - o non-compliance with or breach of licensing laws
  - o behaviour which is deemed to be offensive and/or results in complaints from users

- o refusal to follow reasonable directions from the Duty Team Member on Site or other members of the School's staff
- o non-payment of school invoices
- o 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 Trustees of the School whose decision will be final.

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

#### HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

#### A INJURY TO PERSONS OR PROPERTY-

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

(i) bodily injury or illness to Third Parties, including School staff, students and agents and/or

(ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of £10 million.

#### **B** DAMAGE TO PREMISES AND EQUIPMENT-

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School, except when loss or damage to the premises or contents are as a result of the negligence of the School.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of £10 million.

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.



### HAYDON SCHOOL

Incident Reporting Form for Hire

Date and time of incident	
Date and time of incluent	
What has a sold	
What happened?	
Where did it hannan0	
Where did it happen?	
Who was involved?	
who was involved?	
Was there any damage to property, equipment or	
Was there any damage to property, equipment or other items as a consequence of this incident?	
other trends as a consequence of this incident?	
The name of the person reporting the incident.	
The name of the person reporting the incluent.	
What was the purpose of this hire?	
what was the purpose of this fine:	
Date and signature	
L	I



### HAYDON SCHOOL

Application form for the hire of school facilities

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

#### Details of the Hirer (to whom correspondence will be sent)

Name	
Name of organisation and position within organisation (if applicable)	
Address	
Telephone number	
Mobile number	
Email	

#### Facilities required

#### Date of hire

Time facilities are required for - Please allow time for setting and clearing up То

From

#### Reason for hire (Personal use / Running a club / Party / etc)

#### Additional equipment required

#### Any other requests



Facility	Per hour	
Open Learning Centre	£66	
St Mary's Hall	£60	
St Mary's Sports Hall	£50	
St Mary's Rowing Machines	£22	
St Nick's Gym	£44	
Dobson Gym	£50	
Cricket Nets	£22 (single net) £39 (two nets) £50 (three or four nets)	
Cricket Pitch - Field	£75 per half day (5 hours) £150 full day (10 hours) both cricket pitches for full day - £300	
Tennis Courts	£11 per court	
Badminton Courts	£11 per court	
Basketball Court - Outdoor	£11 per court	
Basketball Court - Indoor/Dobson	£50	
Playing Field - Football/Rugby	£55	
Netball - Outdoor	£11 per court	
Netball Court - Indoor/Dobson	£50	
Car Park	On application	
Drama Studio	£27	
Sixth Form Common Room	£44	
Sixth Form Study Room	£33	
Classroom	£17	
Canteen	£55	
Library	£44	
Fee to manage mail/use of school address	£10/month	

Declaration

- 1 I have read and accept the school's conditions of hire and agree to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the school against any accidents or damage to the school's property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the school.
- 3 I understand that I/the Hirer are responsible for providing first aid as necessary.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application and attach a letter confirming all necessary DBS disclosures are in place.
- 4 I enclose copies of our current insurance certificate, VAT exemption form, activity risk assessment, constitution of articles/memorandum and safeguarding/child protection policy statement, where appropriate.
- 5 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.
  - 6 I agree to the payment conditions.
  - 7 I am over 18.

Signed	 Name in	 Date
	full	

Please send completed form to lettings@haydonschool.org.uk

### **Document History**

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