

# CONDITIONS OF USE FOR HIRERS

Dear Client,

Please do read the information in this document as it contains essential information regarding your hire of our school premises. It is important that your party keeps to the hours booked (your party must be off site no later than 30 minutes after your allocated time slot) and that all school facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.

Hire of these premises is subject to the following conditions.

## 1. General Conditions

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire Form, have adequate Public Liability Insurance cover in place (see section 8) and have paid the required charges.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form. School premises are generally unavailable for hire during normal term time school hours or later than 10pm. This may be extended to 11pm on Friday and Saturday evenings. All other times are by negotiation. The School is not available for hire on Bank Holidays or between 24<sup>th</sup> December and 2<sup>nd</sup> January.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor on duty.
- 1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the School's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the School's cleaners will clean the premises and will charge the cost to the Hirer.**
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The School will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the School site with the School's prior agreement. The Hirer is requested to inform the School in advance if the media is expected.
- 1.9 The Hirer agrees to pay the School on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 1.10 **No intoxicating liquor shall be included in the refreshments available at any functions without the School's written consent.** No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the School in advance.
- 1.11 Parking is permitted in the playground (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. The School and the Borough of Harrow cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the school premises.

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- 1.12 The Hirer may use the Inner Quad if booked in advance. Ball games are prohibited in this area.
- 1.13 When classrooms are hired, the Hirer is responsible for ensuring the Harrow High School pupils' property; work or equipment is not interfered with in any way.
- 1.14 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the school of any absence without delay by contacting the school on 07745 996 587
- 1.15 Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.
- 1.16 All furniture should be returned to its original position at the end of the let.
- 1.17 The School prohibits the use of fireworks.
- 1.18 No candles are permitted on site.
- 1.19 No smoking is allowed on the school site.
- 1.20 Refreshments may only be consumed in the dining hall. No food and drink may be served or consumed in the school hall or any other areas.
- 1.21 Authorised Officers of the Council may enter the premises at any time for any reason during the let.
- 1.22 The School may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
- 1.23 Any event deemed to bring the School's good name into disrepute can be cancelled at any time by the School
- 1.24 Publicity materials used must be approved by the School in advance.
- 1.25 The hirer is responsible for carrying out a risk assessment. The school may require the hirer to provide a copy of this assessment to the Site Manager.
- 1.26 Should the hirer need to call the emergency services during a let the duty site manager must be informed.
- 1.27 Waste paper should be placed in the blue recycling bins in each classroom. Please remove staples or binding. Laminated paper should not be put in the recycling.

## 2. Fitness Suite Hire Conditions

- 2.1 A qualified instructor approved by the School must be present at all times during the hire.
- 2.2 No more than 20 people are allowed in the fitness suite at any one time.
- 2.3 Fitness suite is to be hired Monday and Saturdays only, on dates specified on your invoice.
- 2.4 The sound system may only be used at a suitable level, which does not disturb other users in the building.
- 2.5 A register of users must be taken every week and contact details must be available for all users.

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### 3. Booking Charges with effect from 1st September 2008

Single bookings for the hall and dining hall will be subject to a fee of £30 to cover administration costs.

|   |                        |   |
|---|------------------------|---|
| School Hall                                   | From £100 per hour*    | + £500 Security deposit (refundable)  |
| Dining Hall (Weekday)                         | £60 per hour*          | + £500 Security deposit (refundable)  |
| Dining Hall & Kitchen (Weekend)               | £85 per hour*          | + £500 Security deposit (refundable)  |
| Weekend Package Hall, dining hall and kitchen | £160 per hour*         | + £500 Security deposit (refundable)  |
| Standard classroom (week)                     | £12 per hour*          |   |
| Standard classroom (wkend)                    | £15 per hour*          |   |
| Meeting Room                                  | £15 per hour*          |   |
| Library                                       | £40 per hour*          |   |
| Lecture Room                                  | £40 per hour*          |   |
| Sports Hall (Weekday)                         | £55 per hour* weekdays | Plus VAT for any booking less than 10 consecutive weeks                                       |
| Sports Hall (Weekend)                         | £60 per hour* weekdays | Plus VAT for any booking less than 10 consecutive weeks                                       |
| Dance studio                                  | £25 per hour*          | Plus VAT for any booking less than 10 consecutive weeks                                       |
| Drama suite                                   | £20 per hour*          | Plus VAT for any booking less than 10 consecutive weeks                                       |
| All Weather Pitch                             | £30 per hour*          | Plus VAT for any booking less than 10 consecutive weeks                                       |
| Sole usage charge                             | £25per hour maximum    | Applies if a hirer is the sole user of the site at any time in addition to normal hire charge |

\* plus 7% Public Liability Insurance (unless provided by the hirer – proof will be required – please see Condition 8 )

- 3.1 Single bookings for the Hall/Dining Hall (with or without use of Kitchen) require payment at the time of booking. A booking fee equal to 50% of the total letting fee to be paid. The balance must be received not later than 21 days prior to the hire. Cheques are payable to ***Harrow High School*** and cannot be post-dated. The Security Deposit of £500 is also payable at the time of booking and is refundable provided that the School has incurred no extra costs due to damage, cleaning requirements, loss or additional payments to the site staff. In the unlikely event of extra costs being incurred the School will contact the Hirer at the earliest possible opportunity. All returned security deposits will be made by cheque to the original payee.
- 3.2 Block bookings for regular hires will be invoiced one month in arrears and will be payable within 30 days of the date of invoice.
- 3.3 Cancellation charges are applied as follows:-
- One month or more notice – full refund of fees less £50 administration charge.
  - Less than one month but more than 7 days – 50% of fees paid.
  - 7 days or less notice – no refund.
- 3.4 The School reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the School shall not otherwise be liable for damages in respect of such cancellation.

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### 4. Duty Site Supervisor Responsibilities

The Duty Site Supervisor is the School's representative and is responsible for staying on site throughout the period of hire and making sure that, before, during and at the end of the letting, the following are adhered to:

- a) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the School
- b) That the premises are in a safe and satisfactory condition for the Hirer
- c) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
- d) That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- f) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the School or its contents
- g) That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- h) Duty Site Supervisors cannot change any aspect of these Conditions of Hire.
- i) Duty supervisors will do their best to ensure your event runs smoothly. On rare occasions things can go wrong. If they do we will do our best to put things right in a friendly and helpful manner.
- j) Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

### 5. Health and Safety

- 5.1 Hirers who use the premises to hold classes for children must complete the Schools Safeguarding forms, and also provide a Child Protection Policy which the School will hold on file.
- 5.2 As from 1<sup>st</sup> July 2007 it is illegal to smoke on any part of the School site.
- 5.3 Permission to use the premises will not be granted if, in the opinion of the School, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or school activity. Hirers are requested to respect the School's neighbours' rights.
- 5.4 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.

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- 5.5 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 for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 5.6 The Hirer is responsible for arranging first aid provision for the period of hire.
- 5.7 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the School unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the hirer (or his representative) is present.
- 5.8 The Security Alarm System will be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes.

## IMPORTANT NOTICE

The Environmental Health Officer of the London Borough of Harrow issued the School with a Notice (July 1994) acting under his powers for the control of pollution and noise abatement. **This Notice prohibits loud music in the School Hall by hirers at any time.** It is essential that this condition is complied with. Noise must not be above the normal level created by conversation or small groups of live singing. Music may be played quietly but may not be played at a level that could be considered to be a nuisance. The arbiter of the noise level is the Duty Site Supervisor and any failure to comply with his or her instructions will lead to the cessation of the event.

If you are in any doubt concerning your particular event please contact the Environmental Health Officer at the London Borough of Harrow.

## 6. Additional facilities

- 6.1 No additional staging, curtains, decorations or scenery may be erected without the School's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape on any surface is prohibited.
- 6.2 The use or movement of School clavinos and piano is granted only on application to the School and must be carried out under the supervision of the Duty Site Supervisor.
- 6.3 Chairs and furniture may not be removed from classrooms without the School's consent. Chairs for the Hall are included in the hire charge. No items of furniture may be taken onto the School's grounds.
- 6.4 No adaptations, modifications or additions may be made to any part of the electrical installations in the School.
- 6.5 Use of the School's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.
- 6.6 The School must be advised if food is being brought onto the premises. Cooking is not permitted but by prior agreement, food may be reheated in the ovens. The burners on top of the cooker may be used to boil water. No portable cooking equipment is allowed on the premises. Sinks may be used but not the sterilising sinks. No other equipment such as pans, cutlery or plates may be moved or used. The kitchen, including cookers, work-tops, sinks and floors must be left clean.

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6.7 The use of a film projector with non-flammable films may be permitted on request.

### **7. Harrow Inspection Unit (Under 8s team)**

Guidelines about the registration of day care.

7.1 The legislation for the registration of day care is set out in the Children Act 1989. If you have children under 8 who attend classes run by your organisation and they are in your care in non-domestic premises for 2 hours or more per day you must by law be registered. To apply for registration please contact the Registration and Inspection Unit on 8424 1948 between 9am and 11am on weekdays and speak to the Duty Officer.

### **8. Insurance Cover**

8.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.

8.2 The Hirer must indemnify the Council in the minimum sum of £5 million against all public liabilities and evidence of cover must be provided before the let takes place.

8.3 Where the hirer does not have appropriate public liability insurance cover and is an individual or a non-profit making organisation/charity, this will be provided by the Local Authority at a cost to the hirer of 7% of the hire charge. Proof of your status will be required.

8.4 Where the hire is a concession, insurance will be applied to the full hire charge before any concession is applied.

8.5 Where the hirer charges members of the public for the service it is hiring the premises for, the hirer may be deemed to be a profit making concern. It will therefore be the responsibility of the hirer to provide evidence of adequate Public Liability Insurance cover as in 8.2 above as the Local Authority Insurance cover will not suffice. The Public Liability Insurance must be taken out in the name of the organisation/business and not in the name of an individual. If the hirer cannot provide evidence of adequate cover, the hire will not be permitted. Further clarification can be sought from the school Finance Office.

### **9. Copyright and Public Performances Licences**

9.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.

9.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained from the Secretary of the Performing Rights Society Ltd., 29/33 Berners Street, London W1.

9.3 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.

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9.4 The Hirer shall indemnify and keep indemnified the School from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

### 10. Fire Procedure

In the event of a fire, the fire brigade have said (16.03.2000) they need to know:

- **Are all persons accounted for?**
- **The location of the fire.**
- **The best route to the fire.**

Please note the following

*If you detect a fire, do not put yourself at risk but activate the alarm by breaking the glass. A continuous bell will sound. The assembly point is on the grassed area beyond the all weather pitches opposite the Sports hall.*

### Instructions

- All personnel must evacuate the building
- Do not go through the building to the assembly point
- Do not use the lifts
- Do not re-enter the building until the all clear is given.

### Evening site supervisor

The Evening site supervisor is responsible for establishing the location of the fire and directing the Fire Brigade. The evening site supervisor must ensure a list of hirers and staff on site in readily available.

### Harrow High staff

Senior staff should radio the evening site supervisor to offer assistance ie phone 999 or help clearing the building of staff and members of the community. Harrow High staff should ensure everyone is evacuated safely but not put themselves at risk.

### Organisers

Each let should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. The fire evacuation routes are displayed and must be followed. If any person is missing, they are responsible for advising the evening site supervisor immediately on **07745 996587**

### Use of 2 way radios

In the event of an evacuation please keep all radio communications to a minimum

### Cars on site

Please do not to leave your car in a position that may obstruct the evacuation of the building or the entry of emergency vehicles.

### Vandalism

Misuse of fire extinguishers is unacceptable; it is a criminal offence. Misuse is potentially dangerous and may threaten everyone's safety. Any person caught misusing fire fighting equipment will be charged £50 (the cost to refill an extinguisher). Our community police officer will be informed and a meeting arranged. **RD/SLB Autumn 2007**

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**CONDITIONS OF USE FOR HIRERS**  
**APPLICATION FOR HIRE OF SCHOOL PREMISES**

|   |  |
|---|--|
| Name of Organisation/Business   |  |
| Registered Address of Organisation/Business<br>(for invoicing purposes) |  |

Postcode

|  |  |
|--|--|
| Nature of Organisation/Business              |  |
| Contact Name<br>(if different from above)    |  |
| Contact Address<br>(if different from above) |  |

Postcode

|                     |  |
|---------------------|--|
| Telephone number(s) |  |
|---------------------|--|

|                  |  |
|------------------|--|
| Type of Activity |  |
|------------------|--|

Date and times for Hire/Function (*For Single Use*)

Date: \_\_\_ / \_\_\_ / 2010      Time: From.....To.....

***Please note: You must include sufficient time to prepare the Hall and clear up when indicating the hours you require***

|  |     |      |     |       |     |     |     |
|--|-----|------|-----|-------|-----|-----|-----|
| For regular use, please tick day required. | Mon | Tues | Wed | Thurs | Fri | Sat | Sun |
| Time                                       |     |      |     |       |     |     |     |

**Full time / Term time only      (please delete as applicable)**

|                            |                         |
|----------------------------|-------------------------|
| Numbers attending          |                         |
| Accommodation required     | Dining Hall and kitchen |
| No. of All Weather Pitches |                         |

**Charges wef 2008**

School Hall      £100 per hour ( weekdays)

Dining Hall      £60 per hour (weekdays)

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|                              |                                |
|------------------------------|--------------------------------|
| Dining Hall and kitchen      | £85 per hour (weekend rate )   |
| Weekend Package              | £160 per hour weekend rate     |
| Standard classroom (weekday) | £12 per hour                   |
| Standard classroom (weekend) | £15 per hour                   |
| Sports Hall                  | £55 per hour* £60 at weekends* |
| Lecture Room                 | £40 per hour                   |
| All weather pitch            | £30 per hour*                  |
| Dance Studio                 | £25 per hour*                  |
| Drama Studio                 | £20 per hour*                  |

\* +VAT for any booking less than 10 consecutive weeks

All the above are subject to a 7% charge for public liability insurance (please see Condition 8 above) A £30 Administration charge will be applied for single bookings of School Hall, Dining Hall and Kitchen.

*I represent a non-profit making charity/organisation, have provided proof of my status and require the school to apply a 7% Public Liability Insurance charge to my invoice.  
(please tick if applicable)*

*I represent a non-profit making charity/organisation, have provided proof of my status and also have provided proof of my own adequate Public Liability Insurance cover.  
(please tick if applicable)*

*I represent a profit making organisation and have provided proof of adequate Public Liability Insurance cover  
(please tick if applicable)*

*I have read the Conditions of Hire and discussed the hiring of the premises with the School. I agree to abide by all the conditions ,including the agreement with the school that 6 bottles of wine only will be consumed at the function.*

\*Signed (on behalf of the hirer).....

Date: .....

Print Name.....

Signed (on behalf of Harrow High School).....

Date: .....

Print Name.....

\*Please sign and date this form and return to Laura Morrison, Community Development Officer. For a single hire of premises, please also enclose a cheque for 50% of the total cost of hire plus £500 deposit. Cheques must be made payable to **Harrow High School**. Post dated cheques cannot be accepted.

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