



## Hiring of Facilities

The Head of Finance & Compliance (Head of F&C) will manage and co-ordinate the hiring of the School facilities; this includes, but is not exclusive to, dealing with all queries and applications, monitoring the use of the facilities in line with the hirer conditions and ensuring payment is received.

Charges will be reviewed and agreed annually with the Headmaster and School Council.

Hirers will be provided with a copy of the conditions of hire and an application form (Appendices 1 and 2).

The hirer should submit the following to the Head of F&C before hire of the facilities is considered:

- Fully completed and signed application form (details, dates, times of hire)
- Copies of certificates of qualifications, where appropriate
- Copy of certificate of insurance

On receipt of the above, the Head of F&C will check the details and liaise with the hirer to discuss availability and charges. The outcome of the application will be confirmed with the hirer, in writing, using the template attached (Appendix 3).

### HIRE CHARGES

SEPTEMBER 2017 – AUGUST 2018

<b>DESCRIPTION</b>	<b>COMMERCIAL CHARGE PER HOUR £</b>	<b>COMMUNITY CHARGE PER HOUR £</b>
Sports Hall	50.00	25.00
Main Hall	50.00	25.00
1 classroom	25.00	20.00
2 classrooms	30.00	20.00
Grounds / Football pitch	35.00	20.00
The Barn (N&I School Hall)	30.00	20.00

## RED HOUSE SCHOOL

### Hiring our Facilities

The School have the following facilities available for hire:

- Sports Hall
- Main Hall
- Classrooms
- Outdoor grounds/football pitch
- The Barn (N & I School)

If you are interested in hiring any of these facilities at the School and would like to discuss availability and charges, please contact the Head of Finance & Compliance (Head of F&C) using the contact details below:

Telephone: 01642 553370

E-mail: [finance@redhouseschool.co.uk](mailto:finance@redhouseschool.co.uk)

Address: 36 The Green, Norton, Stockton on Tees TS20 1DX

If you would like to apply to hire the facilities, please read the conditions of hire and complete and return an application form to the School marked FAO Head of Finance & Compliance.

Hirers will be advised of the School's Fire Procedures and would need to bring their own First Aid supplies and ensure there is a suitably qualified First Aider in attendance at all times.

### Conditions of Hire

In these conditions:

*School* means Red House School

### Acceptance of conditions

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

### Compliance with conditions

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

### 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.

### **Gymnasium/Sports hall**

Only suitable footwear should be worn in the sports hall. No School games equipment may be used without prior permission. For safety reasons, this condition also applies to other indoor activities with young people.

### **Grass Sports Pitches and Hard Court Multi-Use Areas:**

These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.

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.

The grass sports pitch shall be marked out for the 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.

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 School curriculum or School demands.

Litter must be removed from the facility at the end of the hire session.

### **School equipment**

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

### **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 fixings, 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 Head of F&C. Consent may be subject to conditions, which the Hirer will be required to observe. At the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

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

### **Storage**

Storage facilities cannot be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

## **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 School, 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 Red House School against all claims for damages, compensation and / or costs in respect of:

- Bodily injury or illness to Third Parties, and / or
- Damage to Third party property caused by or arising out of being incidental to the Hirers use of the premises

The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Red House School.

The Hirer shall affect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in the bullet points above.

## **Refusal of hire**

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

- The premises are required by the school.
- There has been any damage to the property or breach of these conditions during previous use of the premises by the Hirer.
- For any other reason the School deem it necessary or expedient to withhold the permit.

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

## **Cancellation by the School**

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

- the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- The Hirer has failed to disclose material information concerning the proposed hiring, or
- There are reasonable grounds to conclude 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 School will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

## **Cancellation by the Hirer**

The Hirer must give at least four weeks' notice of cancellation to the Head of F&C, acting for the governors. If any shorter period of notice is given, the School reserve the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge.

## **Payment of charges**

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

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

All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the Hirers that have taken place in that month.

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.

The Hirer shall, if so demanded, pay at the time of booking a 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 the decision will be final.

## **Statutory requirements**

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing (including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainment, 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.

## **Attendance and behaviour**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

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 that an adequate number of supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.

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 reserve the right to exclude individuals or companies that it considers undesirable or inappropriate. The Head of F&C reserves the right to require a representative to be in attendance for the reservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Head of F&C's representative considers the behaviour of the Hirer, its guests / 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.

### **Safeguarding**

The School will only hire its facilities to Hirers who can provide assurance that they take their safeguarding responsibilities seriously.

### **Alcohol**

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the School. 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 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 a Temporary Event Notice prior to the letting.

### **Gambling**

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

### **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 evacuations procedures. Fire and other exits must be kept clear at all times.

### **Smoking**

Smoking is not permitted within any part of the school grounds or premises.

### **Caretaker**

The caretaker is instructed by the School to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.

Use of 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.

## **Right of access**

The School and its agents reserve the right of access to the premises during the letting.

The Head of F&C or his/her representative reserves the right to suspend or withdraw use of the School by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the school or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of School invoices

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 via the School's complaints policy.

## **Sub-Letting**

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

## **No Tenancy**

Nothing in this agreement shall create a tenancy.

## **Appendix: Hirers Insurance - Indemnity Clause**

In accordance with the terms of the 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:
  - Bodily injury or illness to Third parties including the Schools servants and agents and / or
  - Damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirers use of the premises
2. The Hirer shall affect adequate insurance to cover the liability with a minimum limit of indemnity of
  - £10 million for commercial hiring's except where otherwise agreed
  - £5 million for non-commercial hiring's

### **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. The Hirer shall affect adequate insurance to cover this liability with a minimum limit indemnity of
  - £10 million for commercial hiring's except where otherwise agreed
  - £5 million for non-commercial hiring's

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

RED HOUSE SCHOOL

HIRE CHARGES

SEPTEMBER 2017 - AUGUST 2018

CHARGES FOR MONDAY - FRIDAY

<b>DESCRIPTION</b>	<b>COMMERCIAL CHARGE PER HOUR £</b>	<b>COMMUNITY CHARGE PER HOUR £</b>
Sports Hall	50.00	25.00
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Appendix 2

RED HOUSE SCHOOL

APPLICATION FOR THE HIRE OF FACILITIES

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

NAME OF APPLICANT

.....

ADDRESS

.....

.....

POSTCODE ..... TELEPHONE NUMBER .....

EMAIL ADDRESS

.....

NAME OF ORGANISATION .....

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Gymnasium/  
Sports Hall

Hall

Sports pitch/court  
(please specify)

Hard/grass area  
(please specify)

Room(s)  
(specify number)

The Barn  
(N&I School Hall)

PURPOSE OF HIRE

.....

Do you wish to provide bar facilities YES NO

Is your organisation profit making YES NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered group YES NO

Older persons group or adult with disabilities YES NO

Note: Adults having unsupervised access to children must be registered with the Independent Safeguarding Authority (ISA).

RED HOUSE SCHOOL

	<b>Exact date(s)</b>	<b>From (hour)</b>	<b>To (hour)</b>
<b>September</b>			
<b>October</b>			
<b>November</b>			
<b>December</b>			
<b>January</b>			
<b>February</b>			
<b>March</b>			
<b>April</b>			
<b>May</b>			
<b>June</b>			
<b>July</b>			
<b>August</b>			

Declaration

- 1 I have read and accept the school's terms and conditions of hire, and agree to abide by these and any special conditions of use
- 2 I agree to indemnify the School against any accidents or damage to School property or injury to attendees
- 3 I have attached a copy of the appropriate insurance certificate
- 4 I enclose a copy or copies of appropriate qualification held by the person(s) running the activities (where appropriate) in support of this application
- 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 understand that there will be a minimum charge unless there is concurrent hire
- 7 I agree to the payment conditions
- 8 I am over 18

NAME IN FULL ..... SIGNATURE .....

DATE  
.....

RED HOUSE SCHOOL

**Confirmation of hire**

NAME .....

ADDRESS .....

.....

Thank you for your application for use of the School facilities. (delete as appropriate)

I am sorry but your application was unsuccessful.

I am pleased to confirm that your application has been successful, bookings are confirmed below:

<b>Facility booked</b>	<b>Dates/times</b>	<b>Cost (£)</b>

(Attach additional pages as necessary)

The charge is based on £                      per hour, an invoice will be issued separately.

Please contact the Head of Finance & Compliance should you have any queries regarding your application and/or payment.

Signed

(Head of Finance & Compliance)