



NOWER HILL HIGH SCHOOL

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HIRING OF SCHOOL PREMISES

TERMS AND CONDITIONS OF USE

GENERAL CONDITIONS:

The school takes seriously its duty to ensure that all those educated on our site accept and engage with the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs. The school is aware that as it is situated within a very culturally diverse community, there is the potential for students educated on our site to be exposed to the risks of exploitation. As a result, all organisations wishing to hire our facilities will be vetted to ensure that: they do not pose any risk to students; do not engage in activities which would be considered unsuitable for a school site; do not work against the government's Prevent agenda. We thus reserve the right to refuse a booking if there appears to be a risk of views that could be deemed as radical or exploitative, or which might cause harm to those educated on our site and cause adverse publicity to the good name of Nower Hill High School.

1. The hirer, who must be over the age of 18 years, must sign the application form.
2. Payment for hire and the deposit to cover damage must be paid on application in full. Damage includes damage and loss to the premises and equipment and any extra costs incurred for which payment has not been made. The school reserves the right to deduct from the deposit the cost of any damage arising out of the letting. ***The full deposit is forfeit should any people attending an event smoke on the school grounds or consume intoxicating liquor without the prior written permission of the school.*** If for any reason payment is not made prior to the date of the letting the school reserves the right to refuse entry to the hirer.

For block bookings, i.e. multiple dates booked and invoiced over a period of weeks, months or school terms; the school reserves the right to charge a 20% administration charge if any hire fees remain outstanding beyond the period of a booking.

For Astro turf pitch bookings, full payment must be made prior to the start of the block booking. If for any reason payment is not made prior to the start of the block booking the school reserves the right to refuse entry to the hirer.

3. The hirer shall be entitled to cancel the proposed letting and to the return of any appropriate fees/payments paid to the school if written notice is received at least 28 days prior to the let. If this written notice is not received in time, then where a deposit has been paid it will not be refunded. If the school cancels any letting for reasons other than 4b, then all payments made will be refunded.

4. The school reserves the right to:
 - a. Refuse to accept any letting.
 - b. Cancel the letting at any time without reason and, in such an event, shall not be liable for damages or otherwise in respect of such cancellation.
 - c. Cease the letting if the hirer fails to comply with the fire and health and safety regulations

Unless the cancellation arises because of the fault of the hirer, the deposit paid will be refunded in full.

5. The hirer shall not allow any person other than the hirer named on the booking form to use the premises or any part of it.
6. Authorised officers of the school may enter the premises at any time for any reason during the period of the hire
7. The hirer is responsible for the area of the premises hired and access and egress routes for the period of the hire.
8. It is the responsibility of the hirer to ensure that the accommodation used is left in a clean, neat and tidy condition. If, in the opinion of the Site Supervisor, the premises are not left clean the Site Supervisor will clean the premises and the cost will be payable by the hirer.
9. When classrooms are hired for use the hirer will be responsible for ensuring that pupil's property, work and school equipment is not damaged or interfered with in any way.
10. Any damage, litter or disorder upon your arrival to the premises should be reported immediately to the Site Supervisor on site.
11. The hirer is responsible to ensure that s/he does not arrive on site prior to the time stated on the booking form and does not remain on site after the booked time. Any additional time on site will be subject to additional charges.
12. The Borough's code of conduct for staff forbids employees from accepting cash gifts from individuals or organisations. No such gifts must be made to School staff. Any small gifts of appreciation may be passed to the appropriate member of staff via the Headteacher of the School.
13. No intoxicating liquor shall be included in the refreshments available at any function without the written consent of the school. The hirer shall not sell intoxicating liquor on the premises without the written consent of the school and the hirer shall previously obtain any necessary licences and approvals which shall be shown to the school on request. An additional deposit is required if school permission is granted. ***If there is any evidence that intoxicating liquor has been consumed by people at the event, without written permission from the school then the full deposit for the event will be forfeit.***

14. No adaptations, modifications or additions may be made to any part of the electrical installations without previous consent in writing of the school and any alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the school and shall be reinstated forthwith at the expense of the hirer to the school's satisfaction.
15. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the school and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the school and shall be reinstated forthwith at the expense of the hirer to the school's satisfaction. All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought onto the school premises nor taken away while the premises are in normal use. Storage facilities cannot normally be provided. Any property not so removed by the hirer may be removed by the school at the hirer's risk. The cost of such removal, together with the school's storage charges, are recoverable from the hirer.
16. Bills of announcements of meetings or any form of advertising of forthcoming events taking place may only be displayed or advertised on the school premises by agreement with the Headteacher.
17. All public announcements of any function or event for which the hiring is made and all admission tickets and other documents issued in connection therewith shall contain in a conspicuous position the name and address of the hirer and the purpose of the event.

HEALTH & SAFETY:

18. NO SMOKING is allowed on the entire school site. Fireworks are strictly prohibited. ***If there is any evidence that people have been smoking on school grounds during an event, then the full deposit for the event will be forfeit.***
19. Hirers must be aware of the arrangements for escape in case of fire.
20. The hirer must secure the preservation of 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.
21. 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 form or stipulated in the acceptance.
22. The hirer is responsible for arranging any first aid provision for their organisation's members whilst on the premises.
23. The hirer is required to have a mobile phone on site, during the period of hire, in case of emergency, as the school does not have any payphone facilities.
24. Where permission has been granted to enable the premises to be used for the purposes of a youth organisation no member of the organisation may enter the premises unless the hirer (or deputy previously notified to the School) is present on the premises and members of the organisation may remain on the premises only as long as the hirer or his deputy is present.

ADDITIONAL FACILITIES:

25. The use or movement of school pianos is granted only on application to and at the direction of the school who shall be satisfied that any movement will be carried out by specialist piano removers, the hirers to pay the fees.
26. Chairs and furniture may not be removed from classrooms or staff rooms without written permission of the school. The use of chairs located in halls are included in the hiring charge. Chairs must not be removed from the school for use on playing fields or playgrounds unless prior approval has been obtained.
27. Textiles, food technology, science laboratories, workshops, staffrooms and other specialist rooms, excluding gymnasias, are not normally available for use by the general public and any such use will be granted only in exceptional circumstances at the discretion of the School. The hirer must ensure that such use when granted does not impair the efficiency of these rooms or their normal purpose.
28. The use of school gymnasias and equipment will be granted only at the discretion of the school and subject to a qualified instructor being present to ensure the safety of users and the efficiency of these rooms for their normal purpose.
29. The use of school facilities, such as audio visual equipment, computer equipment etc. is not allowed unless approved in writing by the school.
30. The school must be advised if food will be brought onto the premises.

Cooking is not permitted but by prior agreement and on payment of an additional fee, food may be reheated in the ovens. No pans, cutlery or plates may be used or moved. No portable cooking equipment is allowed on the premises. The kitchen, including cookers, work-tops, sinks and floors must be left in a clean condition. Please refer to addendum relating to use of the hall kitchen (behind stage) if this area is included in your letting.

USE OF SCHOOL PLAYGROUNDS:

31.
 - a. The use of School playgrounds for car parking by hirers is subject to the approval of the School. The parking of vehicles will not be permitted on any service road or approach drive where such parking would impede the easy passage of emergency services or obstruct residents driveways.
 - b. If you require the use of a playground or playing field you must book this facility and state your reasons for use, i.e. break time, football practice, etc., A charge may be made for this use. Where organisations are hiring the playground for the sole purpose of parking (and permission has been granted to you) the charge will be waived
 - c. The use of school playground equipment is not allowed, without written permission of the School.
32. The use of any preparations or material for the purpose of preparing a floor for dancing is not allowed as they may make the floor dangerous for normal use.

33. **GUIDELINES ABOUT THE REGISTRATION OF DAY CARE**

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 with OFSTED. To apply for registration you must apply on line to OFSTED at www.ofsted.gov.uk. You can make enquires at enquiries@ofsted.gov.uk or phone 0300 123 1231.

34. **INSURANCE COVER**

The school will charge all hirer's a premium for Hirer's Liability to cover damage to the premises or contents caused by the hirer caused other than by fire or explosion.

The school reserves the right to have sight of current public liability insurance certificates for all groups especially those involved in physical activities such as sports, dance or exercise.

COPYRIGHT AND PUBLIC PERFORMANCE LICENCES:

35. The requirements in connection with the issue of Licences for public dancing, music or any public entertainment must be strictly fulfilled. The school premises are NOT available for performances requiring a licence. Hirers are not permitted to charge an admission fee on the door but hirers may make a charge for admission so long as tickets are paid for in advance. A hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1933.
36. No musical works in the repertoire of the Performing Right 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 Performing Right Society. A list of works included in the repertoire is obtainable on application to the Secretary of the Performing Right Society Ltd., 29/33 Berners Street, London, W.1.
37. No lecture, play, opera, dramatic, musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all the necessary fees paid. No performance of any recording on disc or tape, etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Limited, Ganton House, 14 - 22 Ganton Street, London W1U 1LB. Telephone No. 020 7437 0311, or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his own enquiries as to the existence of any such copyright as aforesaid.
38. The hirer shall indemnify and keep indemnified the school from and against all costs, claims and demands which may be made against the School for any breach or infringement of copyright.
39. The use of a film projector with non-flammable films may be permitted subject to the approval of the school of the type of projector and to any conditions prescribed by the school and other appropriate authorities as precautions against fire and panic.

40. **DAMAGE**

The hirer agrees to pay to the School on demand the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring. It should be noted that if there is more than one event taking place on the premises and damage is incurred that cannot be attributed to one hirer, then the cost will be borne equally between all the respective hirers.

41. **SECURITY**

The security alarm system for the site will be set for all areas not hired. This will not in any way impede your use of the agreed areas or your emergency escape from the premises.

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