



# Hamstel Junior School

Hamstel Road, Southend-on-Sea, Essex SS2 4PQ

Tel: 01702 468048

## CONDITIONS OF HIRE

### Applicable to all bookings including one off events

1. *The Hirer* – means the person signing the application form for ‘hire of facilities’. Where a promoting organisation is named on the application form the organisation shall be jointly and severally liable with the hirer for the payment of any fees and charges and to ensure strict compliance with the ‘conditions of hire’.

2. *The School* – means Hamstel Junior School

3. *Applications* – an application form for the hire of our facilities must be completed and sent to the school prior to the start date, once received we will check the booking and send a signed copy back to the hirer as confirmation of the booking. The school reserves the right to refuse any application without giving reasons.

4. *Fees for one off events*: a deposit of 20% of the total cost shall accompany the application. The balance shall be received by Hamstel Junior School at least 14 days before the date of the hire unless alternative arrangements are granted. Any account for additional costs [for example use of the facilities outside of the times stated on the application form] shall be paid on demand after the event. For details of hire fees please see ‘Scale of Charges’.

5. *Fees for Block Bookings* – bona fide clubs/organisation/groups which have been granted a facility at an agreed time on a recurring basis may be permitted to pay all costs monthly in arrears on receipt of an account. Where a block booking has been accepted Hamstel Junior School reserves the right to cancel any event under condition 19. Where clubs opt to pay on the day of the booking payment must be made at the office during school hours prior to the use of the facilities. For details of hire fees please see ‘Scale of Charges’.

6. *Supervision and Footwear* – the hirer shall be responsible for proper behaviour and control of all those participating in the event and no nuisance or annoyance shall be caused to persons using other parts of the school. Hamstel Junior School can accept no responsibility for the property of the hirer and their guests. No studded/bladed/moulded boots can be worn on the MUGA/Astroturf at any time, it must be flat or dimpled footwear. Non marking trainers/plimsolls must be worn in the Sports Hall. Staff of Hamstel Junior School have the right of entry at all times to the facilities hired and may refuse admission or eject any person misbehaving or for any other reasons.

7. *Indemnity* – the hirer shall indemnify Hamstel Junior School against any actions, cost or claims and demands howsoever arising directly or indirectly out of the hire of the facilities provided the hirer shall not be liable for any death, injury, damage or loss caused by the act, neglect or default of the school.

8. *Damage and Injury* – the hirer shall take good care of the facilities and equipment at the school and leave them in a clean and orderly state. The hirer shall reimburse Hamstel Junior School on demand for any cost of making good any damage to the centre or for expenditure due to loss of or damage to equipment and facilities arising out of the hire of the facilities as decided solely by the School.



9. *Insurance* – the hirer may be required to provide evidence of current public liability insurance policy with an indemnity of one million pounds or any such figure that Hamstel Junior School may request. When required the policy must be produced for approval by Hamstel Junior School at least 14 days before the date of hire.

10. *Use* – the hirer shall not use the facilities hired for any purpose other than that specified on the application form.

11. *Smoking* – Hamstel Junior School prohibits smoking in all of its buildings and grounds. Please inform all of your guests/users of these requirements. The hirer is responsible for ensuring compliance with these requirements at all times.

12. *Transfer/Subletting* – the hirer shall not be entitled to transfer or sublet the hire of the facilities or any part of them to anyone else.

13. *Safety* – the hirer shall ensure that none of the entrances or exits to the facilities hired, the staircases or other parts of the school are obstructed. The hirer shall comply with any requirements of the school relating to provision of stewards or otherwise. The school reserves the right to provide additional safeguards if they consider the hirer's arrangements are insufficient and the hirer shall reimburse Hamstel Junior School on demand for such costs. The hirer of the facilities shall ensure that the total numbers of persons admitted does not exceed the number to be agreed in advance with the school. The hirer will be required to operate within any given industry guidelines and will be required to risk assess any activity/event upon the request of the school.

14. *Electricity At Work Act (1989)* – in order to comply with the Electricity at Work Act (1989) the hirer must ensure that all portable appliances brought into Hamstel Junior School display a valid PAT (Portable Appliance Test) label. Should the hirer be unable to meet this requirement 14 days prior to the event Hamstel Junior School's in-house site management team can test all relevant equipment for a small fee. The school reserves the right to remove any untested/ unsuitable equipment on the day of the event.

15. *Tables/Chairs Fittings etc*- Within fourteen days of the booking being accepted the school's approval shall be obtained to the proposed layout and provision of tables, chairs, structures, appliances etc. All equipment supplied by or on behalf of the hirer shall be removed promptly from the premises at the end of the hiring period unless alternative arrangements have been agreed in advance with the school. Hamstel Junior School shall not be liable for any loss or damage whatsoever in respect of equipment left on the premises after the event.

16. *Use of Photographic and Recording Equipment* – no person shall use photographic, videos or any other recording equipment within the school without the prior consent.

17. *Marketing/Promotion/Advertising* - Any external promotion, advertising or signage must have obtained the correct authorisation prior to displaying materials. Responsibility for obtaining this and any liabilities are the sole responsibility of the event booker. Any proposed on site banners/promotional materials need to be discussed and agreed with the school in advance to the event.

18. *Catering* – no food or drink shall be brought into the school unless prior arrangement has been made with the school. In the event this is agreed, the school will accept no liability to the hirer for any food brought on to the premises.

19. *Cancellation by the School* – the school reserves the right:-

- To cancel the booking at any time for any reason [The school will try to give as much notice as reasonably practicable to the hirer].
- Upon any such cancellation, the school will refund to the hirer monies paid to Hamstel Junior School in respect of the booking, but the school shall not be liable to pay any compensation whatsoever to the hirer or any other person for any loss or expenditure arising directly or indirectly from the cancellation.
- To terminate the booking without notice if there is a breach of these conditions during the hire period, and to eject any participants from the centre. In this case no refunds or compensation whatsoever will be payable.



## 20. *Cancellation by the Hirer*

**Single Bookings** – if the hirer wishes to cancel the booking the school must receive written notice of cancellation at least two weeks before the date of hire. If the booking is cancelled within two weeks prior to the booking then the deposit shall be forfeited, if the event is cancelled seven days prior to the event then the full fee shall be payable.

**Block Bookings & Casual Bookings** - If the hirer wishes to cancel the booking the school must receive at least 48 hours notice. If the booking is cancelled within a 48 hours period then the full fee shall be payable unless resold. All outstanding payments must be paid on or before the next session and before another booking can be made.

21. *Timings* – Bookings will last for blocks of either 30 or 60 minutes. It is the hirer’s responsibility to ensure that all users with their booking are aware of and follow these times. The school premises must be cleared by the agreed finishing time.

22. *Sales* - Except with prior consent from the School, the hirer is prohibited from selling or permitting the selling of any goods on the premises.

23. *Safeguarding* - The Club/Hirer will provide their own safeguarding/child protection policy for groups where young people under 18 are on the premises. It is the responsibility of each group to ensure that all coaches/staff working with young people under 18 years old, have an Enhanced DBS check (Copies of these must be available onsite for inspection).

24. *Keys* – Where keys are issued to hirers, the following conditions apply:

- Keys and fobs should be kept in a safe and secure place.
- Any lost keys/fobs must be reported immediately to the school. Lost sets of keys/fobs will incur a cost of £100 as all locks will need to be replaced and multiple keys reissued to other key holders.
- All keys/fobs remain property of the school and must be returned upon request of the Headteacher.
- Keys/fobs must not be duplicated by the hirer nor locks altered, damaged, or tampered with.

If you require further information, please contact:

Marie Mundy, Senior Administrator

01702 468048

*Hamstel Junior School*

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