



Hiring Agreement Policy

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Edition One

Approved by the Governors Committee:

Signed

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Index

Hire Agreement Policy

Terms and Conditions for the Hire of Premises and other Facilities

- 1. Booking**
- 2. Terms of Payment**
 - 2.1 Block Bookings**
 - 2.2 Birthday Parties**
 - 2.3 One off Events**
- 3. Charges**
- 4. Use of Premises**
- 5. Cancellations**
- 6. Additional Facilities and Services**
- 7. Equipment**
- 8. Storage**
- 9. Notices**
- 10. Liability and Insurances**

- 11. Health and Safety**
- 12. First Aid**
- 13. Coaching/Instruction Activities**
- 14. Good Order and Security**
- 15. Rights of admission**
- 16. Vacation of Premises**
- 17. Spectators**
- 18. Equipment**
- 19. Child Protection and Vulnerable Individuals**
- 20. Broadcasting and Filming Rights**
- 21. Catering**
- 22. Complaints**
- 23. Swimming Pool**
- 24. Monitoring and Review**

Hire Agreement Policy

Terms and Conditions for the Hire of Premises and other Facilities

1. Booking

All correspondence for the hire of premises at the Holy Trinity School shall be addressed to Holy Trinity School, on the attached Booking Facility Application Form (Annex 1).

The person submitting the Booking Facility Application Form must be appropriately authorised by the Hirer to make the booking and be over 18 years of age.

The agreement will come into force once Holy Trinity School /School/Staff/ Caretaker has confirmed in writing to the Hirer.

Holy Trinity School /School/Staff/ Caretaker reserve the right to decline any application for hire or to cancel a booking.

The Hired area will be available for usage during the period of hire as confirmed on the Booking Facility Application Form. It is the Hirer's responsibility that sufficient time is allocated in the period of hire to set up and de rig any equipment. Holy Trinity School /School/ Staff/ Caretaker reserves the right to change current published rates of hire charge if the booking runs for longer than agreed.

All per hourly rate bookings run on a 55minute session time with a 5 minutes handover for changeover with the following Hirer.

The Hirer must provide Holy Trinity School / School/ Staff/ Caretaker with their annual dates that they require, confirmation will be provided to the hirer.

Qualifications of coaching/instructor staff / certificates/ public liability insurance and DBS CHECK can be requested by Holy Trinity School /School/ Staff/ Caretaker at any time.

Holy Trinity School /School/ Staff/ Caretaker have the right to change the programme of activity in order to meet the School objectives.

2. Terms of Payment

2.1 Block Bookings

A deposit of the session fee, is required and will only be used as payment for the booking if the appropriate fee, has not been paid when, less than 24 hours cancellation notice has been given to Holy Trinity School / School/ Staff/ Caretaker or failure to show for the booking.

For all cancellations please email jmanders@holytrc.bham.sch.uk

A letter / email is required for the attention of Holy Trinity School if the Hirer wishes to terminate their booking at least 6 weeks before the booking, unless individual group contracts are set up differently via Holy Trinity School / School/ Staff/ Caretaker.

All block bookings will be set up on an invoice method of payment agreement by the A.I. Sports Centre/School/ Staff/ Caretaker . This will either be one of the following –

Pay and Play weekly before the session commences.

Payment by invoice, all invoices shall be paid within 30 days of the invoice unless a separate agreement is arranged by the A.I. Sports Centre/School/ Staff/ Caretaker.

Holy Trinity School /School/ Staff/ Caretaker reserve the right to cancel future bookings if payment is not made within agreed terms.

Cheques should be made payable to ‘ Holy Trinity Catholic School’ .

2.2 Birthday Parties

The Hirer will complete a Booking Facility Application Form and children/staff ratios will be agreed in advance.

Full payment is required within 7 days of the booking being confirmed.

One week’s notice is required for a Birthday Party to be cancelled.

Re booking and postponing Birthday Parties is at the discretion of Holy Trinity School / School/ Staff/ Caretaker.

Cheques should be made payable to ‘Holy Trinity Catholic School’

The Hirer is responsible for providing any information relating to external Birthday entertainers. Companies will be required to provide public liability and relevant insurance documents, requested by Holy Trinity School /School/Staff/ Caretaker.
– See section 10 (page 10)

2.3 One off Events

For bookings that have been accepted, payment in full must be made prior to the date of the event/ booking.

The Hirer may be required to pay a deposit depending on the nature of the booking.

If relevant an invoice will be issued in advance from the School Bursar and payment shall be made within 30 days of the invoice.

Cheques should be made payable to 'Holy Trinity Catholic School'

Failure to pay the amount in full / invoice may result in the cancellation of the booking.

Holy Trinity School /School/Staff/ Caretaker reserves the right to cancel any events that do not obtain the appropriate Licences as originally agreed on the Booking Facility Application Form.

3. Charges

Charges are annually increased the Hirers' will be informed and will be liable to pay the relevant increased charges.

Charges only cover the use of the facility area. Equipment and additional requests will need to be discussed with Holy Trinity School / School/ Staff/ Caretakers and additional charges may be applicable.

Additional charges will be the responsibility of the Hirer if extra cleaning/ staffing / damaged areas occur. These charges will be agreed and a relevant invoice will be sent out to the Hirer. The Hirer will be responsible for additional charges relating to breakages and damage to the facilities.

4. Use of Premises

The hired premises may only be used at the times and stated activity, agreed in the Booking Facility Application Form.

The Hirer must ensure that members of the group are not allowed access to other areas of the School other than those agreed on the Booking Facility Application Form.

The Hirer should not sub-let the facility without obtaining permission from Holy Trinity School / School/ Staff/ Caretaker first.

The Hirer shall state the number of participants that they are expecting to attend on the Booking Facility Application Form. Maximum user capacity will be agreed with Holy Trinity School / School/ Staff/ Caretaker and participation numbers should not be exceeded.

The Hirer will state on the Booking Facility Application Form a named person who will remain on site during their booking and will be the contact with the Holy Trinity School / School/ Staff/ Caretaker staff throughout their booking.

All seating arrangements should be arranged with sufficient gangways. Fire exits and doorways should not be blocked ready for use in any emergency.

The Hirer must not sell items without receiving agreement from Holy Trinity School / School/ Staff/ Caretaker.

Smoking and alcoholic beverages (unless consumed in a bar area authorised by Holy Trinity School /School/ Staff/ Caretaker and appropriate Licences are obtained), are not permitted on the School premises.

Smoking is not permitted anywhere in the School premises and grounds, please exit via the rear entrance gates if this is necessary.

With the exception of Guide Dogs and Police Dogs, animals shall not be allowed to enter the Sports Facilities without Holy Trinity School /Schools/ Staff/ Caretakers permission.

A member of Holy Trinity School /School/ Staff/ Caretaker may enter the hired premises at any time during the booking.

The Hirer may not invite other teams, groups and visitors onto the site without receiving authorisation from Holy Trinity School / School/ Staff/ Caretaker.

The Hirer is responsible for cancelling the group if the relevant instructors/ coaching staff are not in place for the session.

The movement of equipment such as goals, table and chairs from an area should not be moved by the Hirer and their booking. If the Hirer has any concerns Holy Trinity School / School/ Staff/ Caretaker should be contacted.

Additional equipment such as computers, projectors, extension leads etc may be arranged with prior notice to Holy Trinity School / School/ staff / Caretaker. Additional charges may be applicable. – See section 7 (page 10)

The Hirer must ask Holy Trinity School if they would like to display any kind of decorations, or promotional literature, all items must be taken down by the Hirer before their booking finishes.

The Hirer is responsible for the group not altering or interfering with any fittings or fix any nails, screws, hooks or other fastenings onto the floors, walls, ceilings or any part of the facility.

The Hirer shall not use audio visual equipment without prior consent from Holy Trinity School / School/ Staff/ Caretaker.

The Hirer must have authorisation to use Holy Trinity School / Schools name when using it as promotion in literature and press releases etc.

The Hirer shall be responsible for the appropriate and correct footwear and clothing is used/worn in the relevant areas. Trainers, studs and moulds can be worn on the Astro Pitch and MUGA – No 'football /shoe blades'. For Sports Hall and Gymnasium usage only indoor trainers and soft pumps are to be worn. Heeled and stiletto footwear are not to be worn in these areas unless relevant cover boards are used to protect the flooring area.

The Hirer should leave the used area clean and tidy removing all litter and lost property from the area.

The decision from Holy Trinity School / School/ Staff/ Caretaker will be final and decisions shall be respected.

5. Cancellations

Holy Trinity School / School/ Staff/ Caretaker reserves the right at any time to refuse or cancel the hiring of any hired facilities. Holy Trinity School / School/ Staff/ Caretaker shall not be liable for any payment whatsoever either to the Hirer or any other person in respect of, or to claim compensation or damage arising in any manner from cancellation of any hiring premises.

If School require the use of the facilities at any time the Hirer's session will be cancelled and shall not be entitled to any financial compensation Holy Trinity

School / School/ Staff/ Caretaker will endeavour to provide as much notice as possible to the Hirer.

If any breakdown, leakage or accident necessitates the cancellation, or part cancellation of a booking, the relevant payment for the booking will be authorised by the A.I. Sports Centre/ School/ Staff/ Caretaker.

Holy Trinity School / School/ Staff/ Caretaker reserves the right to charge the full amount for the booking if the appropriate cancellation notice has not been provided from the Hirer.

Invoices shall be paid within 30 Days of the date stated on the invoice.

Pay and Play and block booking sessions can be cancelled by the Hirer, giving 24 hours notice. Failure to comply will result in the full amount being charged for the missed booking.

One off Events may be cancelled by the Hirer, In the event of cancellation the A.I. Sports Centre/ School/ Staff/ Caretaker reserves the right to charge for the booking as follows:

One off Events cancelled with less than 14 days' notice the full amount will be charged to the Hirer.

One off Events cancelled between 14 and 30 days 50% of the booking charge will be applicable to the Hirer.

One off Events cancelled prior to 30 days or more before the event date, will only be charged an administration charge of 10% of the full value of the booking.

The School reserves the right to offer a suitable alternative venue when necessary.

6. Additional Facilities and Services

Holy Trinity School / School/Staff/ Caretaker is under no obligation to provide any additional services than those initially agreed. Any that may need to be supplied shall be charged at a rate agreed with the A.I. Sports Centre/ School/ Staff/ Caretaker and Hirer. Additional charges may be one of the following –

Insurances

Gas

Electricity

Telephone

Personnel

Security

Security of the Hired Premises and the facilities, for group bookings, shall be the responsibility of the Hirer during the period of hire but Holy Trinity School / School/ Staff/ Caretaker reserves the right to charge additionally for the cost of any caretaking or other security provision that in its absolute discretion is required in relation to any particular event.

7. Equipment

The equipment required for the booking will be agreed in the Booking Facility Application Form and additional equipment may be charged for the usage and all equipment shall be removed and stored correctly ready for the next group/ session.

The Hirer shall bring their own equipment unless agreed with Holy Trinity School / School/ Staff/ Caretaker and must be stated on the Booking Facility Application Form.

8. Storage

No Storage space is available to the Hirer. The hirer is responsible for the upkeep and quality of their equipment. Health and Safety Risk Assessments are required from the A.I. Sports Centre/ School/ Staff/ Caretaker. Holy Trinity School / School/ Staff/ Caretaker will not accept responsibility for any loss or damage to the Hirers equipment.

9. Notices

All Promotional Literature must be agreed with Holy Trinity School / School/ staff/ Caretaker before advertising any leaflets and posters.

All visitors shall respect and comply with Holy Trinity School / School notices.

10. Liability and Insurances

Holy Trinity School /School/ Staff/ Caretakers does not accept responsibility of damage to or loss of any property, articles or things whatsoever placed in or left upon the hired premises from any parties using the facility.

The Hirer shall indemnify Holy Trinity School /School against all claims for damages, compensation or costs in respect of personal injury, fatal or otherwise.

The Hirer shall indemnify Holy Trinity School /School against death or personal injury (caused other than by negligence of The A.I. Sports Centre /School or its employees) or any damage, loss or theft of any goods belonging to the Hirer or any other persons.

The Hirer shall produce a copy of Insurances, qualifications and DBS Forms if requested to do so.

No Gambling is permitted on the premises of Holy Trinity School /School.

No copyright work shall be performed or reproduced in any manner in connection with any public function and the Hirer shall indemnify Holy Trinity School / School/ Staff/ Caretaker against any infringement of copyright occurring during the hiring.

Holy Trinity School / School does not hold a Liquor Licence. Hirers must obtain written confirmation from the School Governing Board before arranging the appropriate licence.

Holy Trinity School / School does not hold a Public Entertainments Licence, Events cannot be held on site if they require one unless, a Temporary Events Notice (TEN) and written confirmation from the School Governing Body has been obtained. Failure to obtain the licence prior to 5 days of the event may result in the event being cancelled.

11. Health and Safety

The Hirer shall be responsible for carrying out his/her obligations under the Health and Safety Act 1974 not only in respect of his/her own employees, but also in respect of employees of Holy Trinity School / School and members of the public.

All accidents and damages must be reported to a member of staff immediately.

If the noise level is deemed to be excessive in the view of the staff on duty, steps will be taken to reduce the level.

The Hirer shall ensure that offensive and racist language is not used and that any person causing offence shall be removed from the School premises immediately.

12. First Aid

The Hirer shall ensure, to Holy Trinity School / School/ Staff/ Caretaker satisfaction that there is appropriate First Aid provision to reflect the nature of the activity undertaken.

The Staff on duty will provide assistance when necessary they will not be responsible for delivering First Aid treatments or supplying First Aid materials, this is the responsibility of the Hirer. A first aid form will need to be completed and relevant details will need to be obtained from the casualty/ Hirer.

All accidents/ incidents are to be reports to the -Jmanders@holytrc.bham.sch.uk

It is the responsibility of the Hirer to notify Holy Trinity School / School of any medical conditions or disabilities that may affect their participating members.

13. Coaching/Instruction Activities

All those involved in delivering of coaching/ instructors should be qualified as recognised by the relevant Governing Body for the sport.

All coaching staff / instructor should be appropriately insured in relation to their coaching sport as recommended by the Governing Body for the sport.

The Hirer will be required to provide relevant documents on request from Holy Trinity School / School/ Staff/ Caretaker.

Should the Hirer be found to be in breach of any of the above conditions, the hire agreement will be terminated.

14. Good Order and Security

The Hirer is responsible for the good order being kept throughout the period of the hired session and Holy Trinity School / School/ Staff/ Caretaker may charge the Hirer for any expenses incurred in engaging security to ensure good order prior, during and after the event/ booking.

A member of The Sports Centre staff should be informed immediately if the Hirer / related individuals feel concerned about the safety of those involved in the booking or building.

Cars are left in the car park at the owner's risk and cars must not be left on site overnight.

Gates will be locked after the last booking.

15. Rights of admission

Holy Trinity School / School/ Staff/ Caretaker reserves the right at our discretion, to refuse or direct the Hirer to refuse admission.

16. Vacation of Premises

The Hirer is responsible for leaving the hired area/ areas in a tidy and orderly condition at the end of the session.

Any event that exceeds the allocated time will incur charges at the hourly rate of the facility, plus any extra time that staffs need to be paid for will be charged to the Hirer of the session.

The Hirer must be mindful that this is a School Facility and be quiet when leaving the premises.

17. Spectators

The Hirer shall be responsible for the control of spectators and shall be liable for any claims made by spectators.

Spectators should not participate in the session and are responsible for the supervision of any children they bring along.

Spectators should stay within the specific spectator's areas.

The Hirer is responsible for providing a Health and Safety Risk Assessment relating to their session and spectators. The Hirer must not exceed the maximum capacity usage for the relevant area hired.

The Hirer will be vigilant of the groups spectators and inform group individuals that taking photographs or video footage is not permitted, unless parents/ guardians have agreed to general photographs being taken.

18. Equipment

All electrical equipment must be 'PAT' tested. (Portable Appliance Testing)

In the event of damage or breakage of any equipment hired, the Hirer will be responsible for the damage and the charge will be the responsibility of the Hirer.

Holy Trinity School /School/ Staff/ Caretaker will take into consideration fair wear and tear.

Every case will be dealt with individually and the Hirer and Holy Trinity School /School/ Staff/ Caretaker will agree on the necessary action.

19. Child Protection and Vulnerable Individuals

The Hirer will have regard to the current child protection guidance and have in place appropriate policies and procedures for safeguarding children and vulnerable persons if necessary.

The Hirer will have a nominated person that will liaise with the relevant School representative if necessary.

Any photographs or filming must not be displayed on social networking sites and parents' permission should be received by the Hirer.

20. Broadcasting and Filming Rights

The Hirer must ask the permission of Holy Trinity School / School/ Staff/ Caretaker before allowing and filming / broadcasting to take place.

21. Catering

The Hirer must discuss and receive permission from Holy Trinity School / School/ Staff/ Caretaker if any external catering companies are intending to be used.

No alcoholic drinks are allowed on the premises, for one off events the Hirer must seek the approval from Holy Trinity School / School/ Staff/ Caretaker. Licences may be required and further approval from the School Governors.

The Hirer is responsible for clearing up areas where food has been served. Bin bags can be put in the School skip bins.

22. Complaints

Any complaints by the Hirer with regards to the management and control of the premises must be made in writing or brought to Holy Trinity School /School/ Staff/ Caretaker attention.

23. Monitoring and Review

The School Governors will annually review this document and implement any necessary changes