





### **PAYMENT DETAILS**

Payment details of the school are included on confirmation booking letter and invoice.

All invoices must be paid within 28 days of receipt.

### **PUBLIC LIABILITY INSURANCE** (required for sports bookings)

Name of Company Insurance	
Sum Insured	
Expiry Date	
Certificate Number	

### **RISK ASSESSMENTS**

Copies of all Risk Assessments made by the hirer are to be submitted with this form

### **DBS**

Evidence of DBS certificate/safeguarding procedures to be given to the School

**SIGNED** [Hirer] \_\_\_\_\_  
(I agree to adhere to Hillcrest Schools letting policy)

Name in Capitals \_\_\_\_\_

Date \_\_\_\_\_

### **Signed on Behalf of Hillcrest School**

\_\_\_\_\_  
(Delete as required)  
Head Teacher / Strategic Business Manager / Site Manager

### **Checklist:**

- signed form – original to office, copy to hirer
- copy of indemnity insurance certificate
- copy of DBS/Safeguarding procedures
- 10% deposit
- catering facilities – booking form completed



## HILLCREST SCHOOL & SIXTH FORM CENTRE

### CONDITIONS OF HIRE

#### CORRESPONDENCE

All correspondence for hire of the sports and school facilities should be addressed to:

**The Site Manager**

All correspondence for hire of dotcom should be addressed to:

**The Strategic Business Manager**

At:

*Hillcrest School & Sixth Form Centre  
Stonehouse Lane  
Bartley Green  
Birmingham  
B32 3AE*

Telephone: 0121 464 3172

Fax: 0121 428 1075

E-mail: [enquiry@hillcrest.bham.sch.uk](mailto:enquiry@hillcrest.bham.sch.uk)

#### INTERPRETATION

- “**The school**” in this document = Hillcrest School
- “**The Hirer**” in this document = the person in whose name the accommodation is hired and who shall be present throughout the period of hire.

#### AVAILABLE FOR HIRE

- Sports Hall
- Badminton courts
- Playing Fields
- External and Internal Tennis Courts
- Gymnasium
- Netball Courts
- Main Hall (seating capacity of 300) and projector system
- Catering/refreshments
- Dinning Hall
- I.T Centre - dotcom@hillcrest
  - Academy Room – 8 computers
  - Microsoft Room – 29 computers and interactive Board
  - Hewlett Packard room – for meetings holds up to 12 people



## BOOKINGS

All applicants for the hire of the above facilities shall be submitted to the school address [above] on the application form (available from the school Reception and on the school web site) at least one month before the proposed start of hiring, except in circumstances approved by the Head Teacher and Chair of Governors.

The above facilities are offered for club use on a regular letting basis. If, exceptionally, the facilities are hired for a special event, then other conditions as determined by the Head Teacher or chair of Governors, according to the requirements of the proposed event, will apply.

The school reserves the right to refuse any application for the use of facilities or to cancel a booking.

### *STATUS OF THE HIRER*

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

#### **‘No platform for extremists’**

The school is vigilant to the possibility that out-of-hours hire of the school premises may be requested by people wishing to run an extremist event. The school does not accept bookings from individuals or organisations that are extremist in their views.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the school and the hirer.

Staff must be suitably qualified and experienced, and hold satisfactory current Enhanced Disclosure and Barring checks if working with children. It is the responsibility of the Hirer to ensure they have these checks in place, to monitor and maintain records. The Hirer is responsible for anyone who attends for their booking.

### *PAYMENT OF FEES*

- All bona-fide clubs must ensure that payment for facilities is made within 28 days of receipt of an invoice from the school.
- Payments are made via BACS

### *SCALE OF CHARGES*

The scale of charges to be paid for the use of the above facilities shall be in accordance with the scale laid down by the school which reserves the right to increase the scale of charges at any time. In such event the hirer will be liable to pay those charges which are current at the date for which the premises have been booked. The rates will be reviewed and revised from the 1<sup>st</sup> September each year.



## CANCELLATIONS

- The hirer must indicate on their application form the dates they do not require – if booking for club use. Any booked dates that the hirer does not use will be charged at the full rate – or as agreed within the original signed contracts
- Clubs booked in as a block booking will not be entitled to a refund if they cancel during the period of the booking. The club will be liable to pay the agreed costs of the booking up to the end of the month of the notice for cancellation is given, which will need to be 14 school days.
- If any circumstances over which the school does not have control render the facilities or any part thereof not available, the hirer shall not be entitled to any financial compensation.
- If any breakdown, leakage or accident necessitates the cancellation, or part cancellation a full or part refund will be given to the hirer.
- All cancellations must be given in writing to the school at the address above with at least 14 school days notice.

## LIABILITY AND INSURANCE

- The hirer shall indemnify the school against damage caused to the premises, furniture, fittings, apparatus or any other property during the period of hire and any expense incurred in making good any damage and all administrative costs incurred by the school.
- The hirer shall indemnify the school against death or personal injury [caused other than by negligence of the 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 the Certificate of Insurance on making the application for hire.
- The hirer shall hold a current Public Liability Policy and should produce the same when making the application and the hirer will be required to record details of their policy on the application form.

## USE OF PREMISES

- a. The hirer shall not use or permit any person to use the school or its facilities for any purpose other than that for which it was hired.
- b. The hirer shall not assign or sub-let the right to use the school or its facilities.
- c. The care, safety and good behaviour of all participants will be maintained at all times with suitable and sufficient risk assessments being undertaken for each activity
- d. Young people must be adequately supervised and accounted for at all times, ensuring they leave the premises promptly, safely and orderly at the end of each session
- e. It will be a condition of the hiring that the maximum number to be admitted to School and its facilities shall be that as directed by the school.
- f. The hirer shall not sell any item on the premises.
- g. The use of the hired premises shall be restricted to those areas for which specific approval has been given and to those times specified in the hirer's application. Use of furniture, apparatus and other equipment in the premises will be subject to the prior approval of the school.
- h. All decisions made by the school employee on site and representing the school shall be final.
- i. The hirer shall be responsible for ensuring that the hired premises are left in the same condition in which they were found. The school reserves the right to carry out an inspection following the hiring and to levy such charges as may be deemed necessary to reinstate the hired premises to a required standard.



- j. The hirer must give special attention to the behaviour of those in attendance during the period(s) of hire and to the interests of residents and the School's community so that they are not disturbed or caused any inconvenience.
- k. Hirer shall be present at all times during the period of hire
- l. The school premises will not be let for functions where a public entertainment, intoxicants or other licences are required
- m. The school reserves the right to refuse or cancel any function without assigning a reason and will agree in such circumstances to fully reimburse any money received from the hirer.
- n. All I.T equipment bought into the school for presentations etc must comply with the schools I.T policy and be first checked and confirmed for use by the school I.T. Manager.
- o. All software to be used for presentations cannot be uploaded without the consent of the school I.T. Manager or a member of his team.
- p. The I.T Manager reserves the right to refuse upload of software or specialised equipment if he feels that it will affect the schools network or cause harm to the school servers.
- q. All computers, laptops, projectors etc must be left in the same condition provided; the school I.T Manager reserves the right to charge for any damage caused to equipment or software.
- r. The hirer will be responsible for ensuring the schools I.T policy is adhered to.
- s. The school reserves the right to refuse entry to any club who has not paid their invoices on time as per their original agreement

## CAR PARKING

The parking of any vehicle on the hired premises shall be subject to the agreement of the school, within approved areas and permitted only on the condition that:

- a. Any person bringing any vehicle on to the premises do so at their own risk and that they accept responsibility for any damage caused to any belongings or injury to any person or the property of the school by such vehicles, or the presence of such vehicles on the school's premises
- b. The hirer shall maintain at all times adequate means of access to Fire Appliances, Ambulances, other emergency vehicles and vehicles accessing other parts of the school within the car parking areas and shall provide stewards, as determined by the school [or its representative], for this purpose.
- c. The hirer must ensure that all persons park in the designated car parks as advised by the Site Manager or any on site employee of Hillcrest School.
- d. There is to be no parking on the grass at any time or for any reason

## HEALTH & SAFETY

The hirer shall:

- Comply with all safety directives issued by the Council, Governing Body, school and its employees.
- Ensure that all passages and exits in the premises are kept clear during the hiring period.
- Ensure that the maximum number of persons admitted to the premises does not exceed the maximum determined by the school to comply with safety standards for the activities being undertaken.



- Notify the school, or its employees, immediately in respect of all accidents which may arise during the hiring period.
- Carry out his/her obligations under the Health & Safety at Work, etc Act [1974] not only in respect of his/her own employees but also in respect of employees of the school and members of the public.

The hirer shall not:

- Without the consent of the school, introduce equipment for use in the hired premises, alter fixed installations, alter or remove fire and safety notices or equipment, or otherwise take any action which may create a hazard.
- Intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

## **RIGHT OF ENTRY**

The school reserves to its employees and such other persons that it may duly authorise the right of free and unimpeded entry at all times to the hired premises.

## **CHILDREN AND YOUNG PERSONS ACT 1933**

The hirer shall comply with the requirement of section 12 of the Children and Young Persons Act 1933. *[This section of the Act refers to the adequate supervision of children]*

## **GOOD ORDER**

The hirer shall be responsible for good order being kept throughout the period of the hiring, and the school reserves the right to charge the hirer for any expenses incurred in engaging security to preserve order prior to, during and after any hiring.

The hirer shall ensure that:

- Special attention shall be given to the behaviour of those on the premises.
- The interests of residents in the neighbourhood are protected and that they are not inconvenienced as a result of the hiring
- Other functions or events on the premises are not interfered with.
- All those in attendance during the hiring vacate the premises in an orderly manner and by the finishing time as stated on the application form.

## **RIGHTS OF ADMISSION**

The school reserves the right at its discretion to refuse or direct the hirer to refuse admission.

## **VACATION OF PREMISES**

- a. The hirer shall ensure that the hired facilities and any equipment used are left in a tidy and orderly condition at the end of the period of use.
- b. Any hiring which exceeds its allotted time will incur charges of double the hourly rate for such extra time plus any additional charges in respect of labour costs involved.
- c. The hours specified are the total hours for which the hired premises may be used by the hirer.



- d. The school reserves the right to charge the hirer extra costs for time and expenses should events exceed the allocated time.
- e. It is the hirer's responsibility to vacate the premises on time to ensure no delay to those who may be using the facilities after them.

## **SPECTATORS**

The hirer shall be responsible for the control of any person in the Sports Hall building or grounds of school during the period of hiring. The hirer shall be liable for any claims resulting from any failure thereof.

It should be noted that there are no spectator facilities on the Sports Hall premises

## **INTOXICANTS**

It is the responsibility of the hirer to ensure that there is no consumption of alcohol or other intoxicant anywhere on school premises. [This will include outside areas as well as within the building] The hirer shall be liable for any claims resulting from any failure thereof.

## **DRUGS**

No illegal drugs are allowed on school premises. The hirer has full responsibility to ensure that the school is kept 'drug' free. The school reserves the right to terminate any contract with the hirer if it believes that drugs have been allowed on the premises. School also reserves the right to not return any money owed and inform the appropriate authorities.

## **SMOKING**

It is the responsibility of the hirer to ensure that there is no smoking or vaping allowed anywhere on school premise. [This will include outside areas as well as within the building] The hirer shall be liable for any claims resulting from any failure thereof.

## **ANIMALS**

It is the responsibility of the hirer to ensure that no animal is taken into the School building. The hirer shall be liable for any claims resulting from any failure thereof.

## **GAMBLING**

It is the responsibility of the hirer to ensure that no lottery, gaming, betting or other form of gambling takes place on school premises. The hirer shall be liable for any claims resulting from any failure thereof.



## PROHIBITIONS

All hiring's are subject to the following prohibitions:

- a. That no bolts, tacks, nail or screws are driven into any part of the hired premises or furniture thereof.
- b. That no gas filled balloons, confetti or paper streamers are used at any time either inside or outside the hired premises
- c. That no wax or powder is placed on any floor
- d. That inflammable materials and articles of an explosive nature are not allowed on the hired premises
- e. That no alteration, addition or variation is made by the hirer to the lighting, to other electrical installations, heating, fixtures, fittings or any other arrangements on the hired premises, except by prior arrangement and with approval of the school.
- f. That no cooking of food takes place
- g. That no butane or gas cylinders and no articles which are dangerous or offensive are brought on to the premises
- h. That no furniture, apparatus or appliances are delivered to the premises by or on behalf of the hirer or unloaded, placed in position and removed by the hirer or person employed by him or her for such purposes unless with the written agreement of the school.
- i. No food or drink is taken into the I.T suites and all equipment is left in exactly the same way as was setup by the school I.T technicians – who reserve the right to carry out audits and charge the hirer for any costs incurred for replacing items damaged.

## FOOTWEAR

It is the responsibility of the hirer to ensure that appropriate footwear is worn by all persons within the Sports Hall, Dance hall and Main Hall during the period of hire. The hirer shall be liable for any claims resulting from any failure thereof.

It is an absolute requirement that no outdoor footwear is to be worn in the Sports Hall playing or fitness areas at any time.

## WHEELED CONVEYANCES

It is the responsibility of the hirer to ensure that prams, buggies, etc are not taken into the Sports Hall, main Hall and fitness areas, and that any wheelchairs used in these areas have tyres of a specification which does not damage or mark the floors. The hirer shall be liable for any claims resulting from any failure thereof

## CATERING

There are no self catering facilities available at the school. It is the responsibility of the hirer to ensure that notices are observed and no food or drink is taken into any part of the building other than the designated eating areas. School catering facilities are available on request including the hiring of the dining hall. The hirer shall be liable for any claims resulting from any failure thereof



## **COMPLAINTS**

Any complaints should be made in writing through the hirer to the school at the address above.

## **GENERAL**

In the event of any matter arising in connection with the letting of the hired premises which is not covered by these conditions, the school shall have full power and authority to deal with the same in such a manner as it may deem advisable.

The school has the right to refuse entry to or cancel any club which causes issues or incidents including damage to property and harassment towards other club members, staff or residents within the school community.

## **MODIFICATIONS OF CONDITIONS**

These Conditions of Hire may be modified without warning by the school at any time. Any such modifications will be notified in writing to the hirer. The school reserves the right at any time to refuse or cancel any hiring without assigning a reason and will agree, in such circumstances, to fully reimburse any monies received from the hirer.