

Terms and Conditions of Hire

Hire of Pinner High School is subject to the following terms and conditions:

1. General Conditions

- 1.1 The Hirer, who must be over the age of 18 years, must sign the Hirers Agreement Form and provide all supporting documents.
- 1.2 Payment for hire must be made not later than 21 days prior to the date of use; if it is not, the School may cancel the booking. At the discretion of the School, payments for block bookings may be made monthly or termly in advance; if such payment is not made, the School may cancel the booking. Remittances to be sent to Pinner High School and cheques made payable to Harrow Academies Trust.
- 1.3 The Hirer shall be entitled to cancel the proposed letting and to the return of any appropriate fees paid to the School, if written notice is received by Pinner High School at least ten School days prior to the proposed letting date. If written notice is received less than ten School days before the proposed letting date, the letting fee will not be refunded. If the School cancels a letting the fee will be refunded.
- 1.4 The School reserves the right to:
 - Cancel or cease the letting at any time without reason or notice, and in such an event, shall not be liable for damages or otherwise in respect of such a cancellation or cessation
 - Cancel or cease the letting if the Hirer fails to comply with safeguarding, fire or health and safety regulations or does anything, or allows anything to be done, which is illegal or unlawful.
 - Cancel or cease the letting if the Hirer does anything which is inconsistent with the primary purpose of the School.
 - Cancel or cease the letting if the Hirer breaches the Terms and Conditions of Hire.
- 1.5 Any form of abuse to members of staff or other members of the community will not be tolerated and the School reserves the right to cancel or cease the letting.
- 1.6 Any event deemed to bring the School's good name into disrepute can be cancelled at any time by the School.
- 1.7 The Hirer shall not assign or sublet the premises or any part of the premises and is only entitled to use those parts of the premises detailed on the application form. The School may let other part of the premises to other users or organisations during the same period.
- 1.8 Authorised Officers of the School may enter the premises at any time for any reason during the let.
- 1.9 The Hirer is responsible for the area of the premises hired and for maintaining clear access and exit routes for the period of hire.
- 1.10 The Hirer is responsible for leaving the premises in a clean, neat and tidy condition and must bring bin bags etc. to remove all rubbish from the site. If the Hirer fails to leave the premises

clean, neat and tidy, the School's cleaners will clean the premises and the School will deduct the cost from the Hirer's deposit.

- 1.11 When classrooms are hired, the Hirer is responsible for ensuring that Pinner High School staff and pupils' property, work or equipment is not used or interfered with in any way.
- 1.12 The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor on duty.
- 1.13 The Hirer agrees to pay the school on demand the cost of repairs or making good any loss or damage arising out of, or incidental to, the letting.
- 1.14 The start and finish times specified on the Hirers Agreement Form should include any preparation and clearing up time that is required by the Hirer. The Hirer is responsible for ensuring that the let finishes promptly. The School will charge where there is any delay.
- 1.15 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the School of any absence without delay by contacting the School during normal School hours on the School telephone number A charge is levied whether or not the facility is used
- 1.16 The School is in a residential area, and as such, premises may normally only be used between:
 - 5.00pm to 10.00pm Monday to Friday inclusive
 - 8.00am to 10.00pm Saturday/Sunday

Any alterations to these times are at the discretion of the Headteacher and Governing Body.

- 1.17 The School's Code of Conduct for staff forbids employees from accepting cash from individuals or organisations. Please ensure that no such offers are made to School staff as refusal may cause offence. Any small gifts of appreciation may be passed to the appropriate member of staff via the Headteacher or Lettings Administrator.
- 1.18 No alcohol shall be included in the refreshments available at any functions without the School's prior written consent and where the Hirer wishes to sell alcohol an appropriate licence must be obtained and shown to the School,
- 1.19 The Hirer shall not sell intoxicating liquor on the premises without the consent of the School and without obtaining appropriate temporary licensing from the local authority and providing a copy of this to the School in advance of the event.
- 1.20 No adaptations, modifications or additions may be made to any part of the electrical installations without the previous consent in writing of the School. 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 the electric installations must be restored at the expense of the Hirer to their original condition before the premises are vacated, and to the School's satisfaction.
- 1.21 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 removed before the premises are vacated at the Hirer's expense and to the School's

satisfaction. All curtaining and/or scenery must be non-flammable. Stage scenery and other effects must not be brought on to the School premises nor taken away while the premises are in normal use. Storage facilities are not normally available. Any property not so removed by the Hirer may be removed by the School at the Hirer's risk. The cost of such removal and, where appropriate, the School's storage charges will be recoverable from the Hirer.

- 1.22 Publicity materials used must be approved by the School in advance.
- 1.23 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the School site with the School's prior agreement. The Hirer must inform the School in advance if the media is expected.

2 Site Supervisor and Relief Site Supervisor Duties in Connection with Lettings

- 2.1 The Site Supervisor or Relief Site Supervisor on duty is the School's officer supervising your letting.
- 2.2 The Site Supervisor or Relief Site Supervisor is responsible for:
 - a) Ensuring that the premises are open at the time agreed by the Hirer and the School;
 - b) Unlocking the room(s) to be hired and checking that they are in a safe and satisfactory condition for the letting;
 - c) Ensuring the security of the site at all times while the letting is taking place, regularly patrol the premises and monitoring the entrance(s) being used. All other entrances will be kept locked and made suitable for means of escape purposes only;
 - d) Checking the premises at the end of your letting (with a representative from the group) for damage and to ensure that the premises have been left in a clean and tidy condition;
 - e) Ensuring that the accommodation is checked in between each letting;
 - f) Ensuring as far as practicable, that users of the facilities do not behave in a manner likely to cause injury to themselves or others or result in damage to the buildings or contents;
 - g) In the event of an emergency, telephoning for assistance (e.g. ambulance, etc.) and assisting the organisation(s) on the School site;
 - h) In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions and clearing the building, and
 - i) Remaining on the School premises throughout the duration of the letting.
- 2.3 The Site Supervisor is not allowed to change the starting or finishing time of a letting or to change any of the Terms and Conditions of Hire without first advising/consulting the Headteacher.
- 2.4 Where there is a breach of the Terms and Conditions of Hire, the Site Supervisor may cease the letting with immediate effect.

3 Health and Safety

- 3.1 No smoking (including e-cigarettes) is allowed on the School premises.

- 3.2 No candles are permitted on site.
- 3.3 The School prohibits the use of fireworks.
- 3.4 Permission to use the premises will not be granted if in the opinion of the School it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interfere with any existing occupation or with School activities.
- 3.5 The Hirer is responsible for carrying out a risk assessment. The School may require the Hirer to provide a copy of this assessment in advance of the letting or to provide copy to the Site Supervisor at the time of the letting.
- 3.6 The Hirer must ensure the preservation of law and order and take all reasonable steps to prevent injury, loss, or damage to any person or property at all times during the letting.
- 3.7 The Hirer must arrange for an adequate number of stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the letting may the number of persons present exceed the maximum stated in the application form or stipulated in the acceptance.
- 3.8 The Hirer is responsible for arranging first aid provision for their organisation's members whilst on the premises and should have a fully stocked first aid kit.
- 3.9 Any electrical equipment brought on to the premises must have up to date PAT certificates.
- 3.10 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 his/her deputy (as previously notified to the School) is present on the premises. Members of the organisation may remain on the premises only as long as the Hirer or his/her deputy is present.
- 3.11 The Hirer agrees to make themselves aware of the School's evacuation procedures and to take responsibility for evacuating its users in the event of an emergency
- 3.12 Fire evacuation route maps are on display in classrooms and around the School. The Hirer must check and ensure they are familiar with them at the start of each letting. These are revised from time to time so the Hirer must check these each time they let the building.
- 3.13 Regular hirers should ensure procedural housekeeping occurs termly, such as practice fire drills, and information on the assembly point must be made known to their particular group members. Information should be kept by the Hirer indicating the dates and times of practice fire drills and any outcomes requiring action, which should be passed onto the School for remedy where necessary.
- 3.14 Hirers must maintain a register of their end-users on the premises and check. This information should be kept for each individual activity and evening attendance. This list must include the number of adults as well as the number of children. Hirers should check that everyone has evacuated by reference to these registers and anybody not accounted for in an emergency should be brought to the attention of the site supervisor immediately.

- 3.15 On hearing the alarm, children should be reminded to walk in single file, quickly and quietly, following instructions from adults and should not stop to collect personal belongings. The Assembly point is by the tall trees on the School field and is sign-posted.
- 3.16 The site supervisor will call 999 and sweep the building. Hirers should ensure they have the site supervisor's phone number so that they may communicate with him as necessary.
- 3.17 Hirers should not return to the building unless the site supervisor indicates that it is safe to do so.
- 3.18 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Hirers Agreement Form.
- 3.19 On days when the School is in session, no article of any kind whatsoever may be delivered to the premises before 4.00pm on the day of use unless arrangements are made with the School for their early delivery.

4 Additional Facilities

- 4.1 The letting does not include use or movement of any specialist equipment, for example pianos, other musical or other equipment, belonging to the School without express prior consent.
- 4.2 Chairs and furniture may not be removed from classrooms or community areas without prior permission of the Headteacher. Chairs located in halls are included in the hiring charge. Chairs must not be removed from the School premises for use on playing fields or playgrounds unless prior approval has been obtained from the School. All furniture must be returned to its original position at the end of the letting. The School premises are used for internal and external examinations. The Hirer may be expected to move and stack the examination desks, and on completion of their function will return examination desks to their original position.
- 4.3 Staffrooms and other specialist rooms, such as Science Labs and Design Technology rooms, 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 Headteacher, who will ensure that such use, if granted, does not impair the efficiency of these rooms or their normal purpose.
- 4.4 The School must be advised if food will be brought on to the premises. The Main Dining Hall, Small Dining Hall, kitchens and server are available for hire in the usual way but may not otherwise be used. No other equipment belonging to the School may be used or moved. The kitchen areas, including cookers, worktops, sinks and floors, must be left in a clean condition. No food or drink may be served or consumed in areas other than the Main Dining Hall and Small Dining Hall.
- 4.5 The use of School equipment, such as audio visual equipment, computer equipment, Interactive Whiteboards, Overhead Projectors etc. is not allowed.
- 4.6 The use of the School Sports Hall and equipment will only be granted at the discretion of the School and is subject to a qualified instructor being present to ensure the safety of users and that the efficiency of the Sports Hall is not compromised for Pinner High School students. Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.

- 4.7 The use of the School's car park for car parking by hirers will be granted at the discretion 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 resident's driveways. Parking is not permitted anywhere else on the School site. All vehicles are parked at the owner's risk and the School cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the School premises. There is a maximum speed limit of 5mph in the School car park. Where hirers or their end-users park in the residential roads around the School, they are asked to show courtesy and respect to our neighbours. Any unreasonable nuisance or disturbance to our neighbours will constitute a breach of the Terms and Conditions of Hire and, as such, the letting may be cancelled or ceased.
- 4.8 Playgrounds, playing fields, courts and playground equipment are available for hire in the usual way but may not otherwise be used.
- 4.9 The use of a preparation or material for the purpose of preparing a floor for dancing is not allowed as these can make the floor dangerous for normal use.
- 4.10 Children on the premises must be supervised at all times and activities must be organized and children required to behave in a safe and orderly fashion at all times.

5 Harrow Inspection Unit (Under 8s) Team

- 5.1 Guidelines about the registration of day care: the purpose of these guidelines is to provide advice and information to people who are considering opening a Day Care facility in the London Borough of Harrow. The Registration and Inspection Unit (Under 8's Team) is responsible for carrying out this duty. The legislation for the Registration of Day Care is set out in Children Act 1989.
- 5.2 If you have children under the age of 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. To apply for registration, you must contact the Registration and Inspection Unit at Harrow Local Authority 020 8863 5611.

6 Applications by External Organisations providing activities for Children and Young People

- 6.1 All organisations who use the premises must comply with the guidelines recommended by the Local Safeguarding Children Board and Department for Education's *Safeguarding guidance for providers of activities, after-school clubs, tuition and other out-of-school settings* [here](#) .
- 6.2 Detailed below is a list of requirements the School expects all organisations to be able to answer/provide evidence of, where requested:
- 6.2.1 Confirmation that the organisation obtains professional and character references of all staff that have contact with children.
- 6.2.2 A Safeguarding Policy which includes provision for Children's Barred List and enhanced DBS checks on all staff before they are left unsupervised with children
- 6.2.3 A named person within the organisation responsible for Safeguarding
- 6.2.4 A record of appropriate qualifications and registrations held by staff.

6.2.5 Registration details with an appropriate registered body where applicable

6.2.6 Evidence of proper planning and staffing so that children are appropriately supervised and looked after safely. For the avoidance of doubt, this includes (but is not limited to) the following

The lead coach/principal of the hiring organisation has responsibility for all children attending the setting and therefore **MUST**

- **Check your hired spaces** thoroughly at the end of your hire session to ensure no child remains on the premises. Particular care should be taken to check toilets, changing facilities and other spaces where a child may not be easily visible.
- **Maintain a register** of children due to attend your hire session **and** record who is present/absent at the start of the session. You should check this again periodically throughout your session and when children leave.
- Ensure children are **supervised at all times** when on the premises
- Ensure children are **not allowed to go into areas which you have not hired** and which you are not, therefore, supervising.
- At the end of your hire session, you must **ensure that children are dismissed into the care of their parents/carers/other authorised adult or, where a child is old enough, has parent/carer consent to leave alone**. The lead coach/principal of the hiring organisation/other designated responsible person from your organisation must **remain on the premises until all children have been collected or left**.

Please remember **safeguarding is everyone's responsibility**. Your organisation must have a Designated Safeguarding Lead. Any concerns, doubts, incidents or near misses must be reported to your DSL and handled accordingly. Any significant safeguarding issues or incidents must also be reported to the Designated Safeguarding Lead at Pinner High School, Emma Pacey.

7 Insurance Cover

7.1 The School has carries insurance for its property and public liability insurance against injury, loss or damage caused to third parties or their property.

7.2 Public liability insurance must be arranged by the Hirer to protect them against claims of this nature which may be made against them by the School, Local Authority or other third parties. Confirmation and a copy of this must be provided to the School prior to a letting going ahead.

7.3 Where the Hirer does not have appropriate public liability insurance cover and is an individual or a non-profit making organisation/charity, this may by prior arrangement be provided under the School's own insurance arrangements. Where this may be necessary, the Hirer must liaise with the School at the time of application to hire.

8 Copyright and Public Performance Licences

8.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. 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.

- 8.2 No musical works in the repertoire of the Performing Rights 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 Rights Society. Please contact them directly.
- 8.3 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, or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The Hirer must make his/her own enquiries as to the existence of any such copyright as aforesaid and contact them direct
- 8.4 The Hirer shall indemnify and keep indemnified the School, from and against all costs and claims and demands, which may be made against the School for any breach or infringement of copyright.

9 Administration Fee

- 9.1 In the event of an amendment, alteration or cancellation to the hire agreement, by the Hirer, for the day of hire, and administration fee of £30 may be charged by the School.

10 Deposits

- 10.1 A refundable deposit is required for all lettings. This will be £250 or a sum equivalent to the entire hire price, whichever is lower.
- 10.2 The deposit or part of it may be retained by the School where there is a breach of any of the Terms and Conditions of Hire occur particularly including (but not limited to) any damage, loss, cancellation, amendment or alteration or other breach which results in loss or cost to the School including in respect of the cost of time spent resolving any breach or potential breach.

11 Damage

- 11.1 The Hirer agrees to pay to the School promptly on demand the cost of repairing or making good any loss, cost or damage to School premises or property arising out of, or incidental to, the letting where the sums involved exceed the deposit referred to above.

12 Complaints

- 12.1 Where a complaint or disagreement cannot be resolved informally, it should be made in writing to the Headmaster.
- 12.2 All complaints will be resolved in accordance with the School's Complaint Policy.