



Terms and Conditions for Use of School Premises 2020-2021

All groups / organisations that use the premises are required to read these terms and conditions and agree to abide by them. This will be acknowledged as being understood by completing and signing the booking form.

Interpretation 'The School' means the Governing Body of Northern Star Academies Trust, its employees and agents. The 'Hirer or Organiser' is the organisation or individual with whom the school is contracting.

Purpose of Use

1. The accommodation shall only be used for the purposes and within the hours stated on the booking form, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.

The area allocated to you as indicated on the booking sheet must be reached by the most direct route from the access point into the school, and members of your party must not enter other rooms or areas (including sports pitches) other than to use the cloakrooms and toilet provisions.

2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.

3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.

4. Nothing in this agreement shall create a tenancy.

Access

5. School representatives have access to the areas subject to hire for the purpose of inspection.

Health and Safety

COVID 19 PANDEMIC – CURRENTLY OUTSIDE ONLY (September 2020)
Ensure you are fully aware of all government guidelines and correct safety measures are in place.

1. Carry out a COVID-19 risk assessment and provide copy to School.
2. Develop cleaning, handwashing and hygiene procedures
3. Maintain social distancing
4. Note no toilet provision will be provided

6. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.

Hirers are responsible for undertaking their own risk assessments for their activities.

7. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire. Northern Star Academies Trust and Harrogate Hockey Club will not be responsible for any claims which may arise as a result of negligence on the part of the hirers or their supervisors.

Hirers are required to prevent disorderly behaviour so as to ensure that no nuisance or annoyance arises to other hirers, to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.

8. The school fire, emergency and evacuation procedures shall be discussed with the Hirer and it is the Hirer's responsibility to ensure that the whole party are aware of procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.

In the event of a fire, hirers should follow directions on the fire evacuation notice found in each room ie activate your nearest alarm, call the fire brigade on 999, evacuate all your party to a safe place, assemble and check your register and await the fire brigade. Immediately thereafter you should contact the Caretaker.

9. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.

It is the responsibility of the Organiser to identify the level of first aid provision required for the individual activity. The provision of the first aiders for out-of-hours activities will depend on the associated risks. Northern Star Academies Trust will not provide first aiders to out of hours activities.

ALL ORGANISERS OF OUT OF HOURS ACTIVITIES : PLEASE NOTE THE FOLLOWING ADVICE

Where the requirement for first aiders is identified, they must hold the First Aid at Work Certificate and have their certificate available for inspection. In addition, Organisers should ensure that first aiders are trained to deal with injuries that could arise from any hazards likely to be encountered during the activity. Where identified as necessary a standard first aid kit must contain sufficient supplies.

In the absence of trained first aiders, all users of the school premises must nominate an Appointed Person/s to take charge of the First Aid arrangements, including looking after the facilities and equipment and calling the emergency service when required (no training required). It should be remembered that appointed persons are not first aiders and should not attempt to give first aid for which they have not been trained. In the event of an emergency, you should telephone 999 for an ambulance and report immediately thereafter to the caretaker

Hirers are responsible for carrying out their own recruitment and vetting checks for adults working with children and vulnerable adults as appropriate and must have in place appropriate policies relating to child protection (where required)

10. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require the applicant telephoning the Site Manager (details below). All accidents to be reported the next working by email to the lettings department.

The Hirer shall be responsible for reporting any accident that arises from activities that it organises. If an accident has occurred whilst utilizing the school's equipment inform the duty caretaker and do not move or touch the equipment until a school representative has examined it.

11. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA checks. Hirers must comply with all environmental Health, General Data Protection Regulations, Human Rights, Trading and any other relevant legislation in force.

Payment of Hire Charges and Deposit

12. Hire charges are subject to annual review.

Hire charges shall be due and payable 30 days from the date of the invoice and if this is a one off booking, payment must be paid at least 3 days before hire date.

13. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.

14. Failure to appear for a hire arrangement shall result in the cost of the booking being levied. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is

payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

Responsibility of the Hirer for Good Order and Safety

15. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Damage of the repair will be charged to the hirer at cost plus administration fee.

16. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.

17. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement using litter bins and recycling facilities as appropriate. Where items of furniture and equipment have been moved they are put back in position at the end of the letting. Hirers must not use any form of cleaning materials. Any spillages etc should be reported to the duty caretaker so the correct cleaning material can be used.

18. The Hirer must obtain permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/Trust to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within [7 days], the items may be disposed of by the school/Trust and the Hirer shall reimburse the school/Trust for any expense incurred as a result.

19. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.

20. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.

Any equipment brought onto site (especially those used to prepare beverages or food) or made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.

21. The Hirer shall comply with any reasonable instructions given by the Headteacher, Site Manager or other member of the school staff.

22. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.

23. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

24. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.

25. The premises may not be used for games of chance with money exchange, unless permission has been granted by the Governors in writing.

26. Smoking and vaping are not allowed on the school premises at any time.

27. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.

28. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

Indemnity and Insurance

29. Northern Star Academies Trust and Harrogate Hockey Club disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so). Personal accident insurance and any insurance for public liabilities incurred by hirers are the responsibility of the hirers themselves. The School and the Hockey Club cannot accept any responsibility for loss or damage of personal effects.

30. Harrogate High School is a letting agent for the Hockey Club/Astroturf.

31. The Hirer agrees to indemnify Northern Star Academies Trust, its employees and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of the Trust, the School or their agents or employees.

32. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

33. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.
- Party/Childrens party – For additional insurance cover, hirer is recommended to check organisers house insurance policy.

34. Northern Star Academies Trust and the School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

- ***Conditions of Hire Specific to the Sports Hall***

35. Non-marking footwear must be worn at all times.

36. No school games equipment may be used without permission. Any permitted use of sports equipment will be reliant upon an adult with recognised qualifications being personally in charge at all times of use.

37. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to the sports hall. The Trust reserves the right to inspect such equipment and to refuse to allow its use if, in the view of the Trust or the Head of PE, it constitutes a Health and Safety risk or a hazard to the fabric of the building.

38. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

- ***Conditions of Hire Specific to School Kitchens***

39. The use of any kitchen equipment is prohibited without prior consent of the school.

40. The use by the Hirer of any food stocks and any products held by the school for use in school is not permitted. Hirers must bring use tea towels, dish cloths and washing up liquid.

41. The Hirer has received all necessary food safety training as required by law.

42. The kitchen premises shall be left in a clean and hygienic condition after the hire.

43. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

- ***Conditions of Hire Specific to the Sports Field***

44. Players using the field/ pitches do so at their own risk.

