

# ST. BARTHOLOMEW'S CHURCH OF ENGLAND SCHOOL

Commonfield, Wigginton, Herts. HP23 6EP Tel. 01442 822364

> www.stbarts.herts.sch.uk admin@stbarts.herts.sch.uk 11 March 2020

Terms and conditions of hire at St. Bartholomew's School artificial grass 5 a side MUGA pitch 30 m x 19 m

# Booking

## **Booking arrangements**

All applications, correspondence and matters relating to the hire of facilities should be addressed to the school office manager and made on a standard booking form which will be issued on request from the school office or can be downloaded from the School website.

The school reserves the right to refuse any application where it is deemed inappropriate for an educational establishment or possess a risk to public safety. A false declaration made will invalidate the booking.

The MUGA can be hired between between 1<sup>st</sup> April and 30<sup>th</sup> September.

The times of hire are between 4.30 p.m. and 8 p.m. Monday to Friday and between 10 a.m. and 4 p.m. on Saturdays

### Status of hirer

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

# **Safeguarding**

If a particular letting involves contact with children, organisations must have a safeguarding policy in place which the school requires a copy of. All personnel involved must have undergone DBS clearance, in accordance with the Department for Education guidance. Any adults working with children (for example, at an after school club) must be appropriately qualified.

# **Attendance**

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

# **Payment**

The hirer is required to pay the full fee no later than **7 days** before the letting takes place. This includes a deposit in addition to the hiring fee which may be applied to any damages. Failure to do so will result in cancellation of the booking.

All charges must be paid in advance of the booking. Failure to do so will result in cancellation of the booking. Provisional bookings will be reserved for **14 days** from the receipt of the telephone/verbal enquiry.

### Cancellation

# Cancellation by the school

The school may at any time cancel a booking in which case the hirer will be reimbursed the full amount paid. The school cannot be held responsible for the loss of any estimated income or actual expenses incurred by the hirer arising from such cancellations.

# **Cancellation by hirers**

Cancellation by hirers will be accepted on the basis that if 14 days or more notice is given in writing then the full fee will be refunded. If less than 14 days' notice is given then the full fee is payable.

## Health and safety

# **Smoking**

The whole of the school premises is a non-smoking area and smoking is not permitted. **Public safety** 

The hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear the exit. The hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and where applicable the hirer must adhere to the correct adult/ pupil ratios at all times. No items likely to cause damage shall be brought onto the pitch such as glass bottles.

Trainers or astro turf football boots are the only footwear permitted. No standard football boots or spiked footwear are permitted.

No alcohol shall be consumed on site.

The pitch may only be used when in a fit condition and any decision as to the condition of the pitch shall be left to the school whose decision shall be final and binding.

# **Emergency procedures**

Hirers are responsible for familiarising themselves with the exit and must ensure that participants are aware of fire evacuation procedures. In the case of after school activities involving pupils from the school, the hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, the hirer must have immediate access to participants' emergency contact details, and must have their own mobile phone for use in the event of an emergency.

# First aid facilities

It is the hirer's responsibility to make their own arrangements, such as the provision of first aid training, for supervising personnel, and the provision of a first aid kit.

#### **Toilets**

There are no toilet facilities available.

#### Access

### **Subletting**

The hirer shall not sublet the premises to another person.

### Right of access

The governing body reserves the right of access to the premises during any letting. The head teacher or members of the governing body may monitor activities from time to time.

# Opening up

Providing payment has been received the hirer will be issued with the code to the key safe (on the wall next to the front entrance door of the school) up to 24 hours before the hire period (on Friday's before 4 p.m. for weekend hire). Taking copies of these keys is strictly forbidden and will result in no further bookings being accepted.

# Locking up

The hirer will ensure that both gates are secured when leaving. Failure to comply with this procedure may result in the withdrawal of facilities, or fines if any damage/vandalism is caused by a third party.

#### Access

Use of the pitch must not start before the agreed time of hire. Access should only be for a limited time before and after the hire period and not exceeding 15 minutes. The hirer is responsible for ensuring that the pitch is vacated promptly at the end of the booking.

### Car park

The school car park may be used by users of the pitch.

#### **Insurance**

### Own risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

# Damage, loss or injury

It is the hirer's responsibility to make sure that they have adequate insurance and the school may require copies of relevant insurance documents. You are required to have in force valid public liability insurance at all times with a limit of indemnity of at least £5m.

The governing body will not be responsible for any injury to persons or damage to property arising out of the hiring of the pitch unless such injury or damage results from the negligence or breach of statutory duty on the part of the school.

The hirer shall indemnify the school in respect of all claims, damages, penalties, costs, expenses and demands made against or incurred by the school arising out of or in any way connected with the hiring.

# **Property**

#### Condition

The hirer must leave the pitch clean and tidy at the end of the session. The hirer must take away any rubbish and dispose of it off site. The school reserves the right to charge for any additional cleaning costs if the pitch is not left clean and tidy.

# Hirers' property

Any electrical equipment brought by the hirer, onto the school site, must comply with the appropriate code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or have been inspected. The intention to use any electrical equipment must be noted on the application.

Hirers must not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises.

Persons leaving any items or vehicles on the school car park do so at their own risk.

#### Conduct

The hirer is responsible for the good behaviour of all participants and spectators both during the activity and when entering and leaving the premises. Any damage attributable to the users will be chargeable to the hirer.

The hirer should conduct their activities to ensure that they do not in any way interfere with or adversely affect the running of the school or become a nuisance to the owners or occupiers of adjoining properties.

The hirer must use the facilities for their designated use and no other purpose. The hirer must remain in the designated area which they are hiring or in the carpark and not go to any other part of the school premises.

# Other

### Promotional literature

A draft copy of any information to be distributed to parents of participants who attend the school must be agreed by the school office manager.

# Termination

The school has the right to terminate, without notice, any hire that does not conform to the above conditions or does not operate to the standards that, in the opinion of the school, are safe and proper. The decision of the school in this respect is final.



Head Teacher: Mrs Sally Roycroft