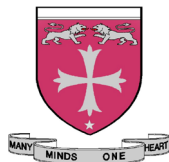


**CONDITIONS OF HIRE INFORMATION**  
**NORTHFIELD SCHOOL AND SPORTS COLLEGE**  
**THAMES ROAD, BILLINGHAM, TS22 5EG,**  
**01642 557373**



**1. General**

- The hirer will be responsible for ensuring that these conditions are complied with throughout the period of hire.
- The contract for hiring the school will not come into effect until countersigned by the nominated person.
- The hirer must be over 18 years of age.
- The hirer will be responsible for payment of the hire charge.

**2. Approval of an Event**

There are circumstances under which the school will not approve an event.

- Where the event is likely to contravene health and safety legislation, or cause a breach of the peace, or cause a public order offence.
- Where the scale or nature of the event is demonstrably unsuitable for the school's facilities or is likely to disrupt its other activities.
- Where staff, students or other internal or external groups or individuals have misled the school about the nature of the event by falsifying or concealing information.

The school is committed to freedom of expression within English and EU Law. However, we believe this comes with responsibilities and that there are occasions when it can be legitimately restricted (for further information please refer to our External Speakers Policy):

- Where there are reasonable grounds for believing that the speaker or other persons at the event will incite others to commit criminal acts, such as acts of violence and/or the incitement of racial or religious hatred.
- Where there are reasonable grounds for believing that opinions may be expressed in a way that is contrary to English or European law, or which infringe the human rights of others.

**3. Club or Voluntary Body**

If the hirer is a club or voluntary body, the hirer must provide to the school prior to the period of hire and subsequently on request:

- Constitution of the club or voluntary body.

- Membership of the management committee.

#### **4. Professional or Specialist Coaching**

- The school will require the hirer to have an appropriate number of suitably qualified individuals providing coaching instruction where the activities carried out by the hirer are deemed by the school to require professional or specialist coaching.
- The hirer must provide, on request, details of any individual providing coaching, including their qualification. Certificates of qualification must be supplied on request.

#### **5. Supervision**

- The hirer must provide, on request, details of persons engaged to supervise activities, including the control of any vehicles, spectators, competitors and officials and their entry and exit from the school. In providing supervision, the hirer must comply with any recommendations as to supervision levels made by the school.

#### **6. Health and Safety**

- The hirer must comply with all requirements of health and safety legislation.
- The hirer must ensure that those in his or her control comply with all appropriate health and safety instructions.
- The hirer must conduct activities in a safe manner in compliance with all appropriate current health and safety legislation.
- Hirers must park their cars in allotted car parking bays only. They must not park on grass verges, school fields or on the entrance ramp to the 3G, as this will restrict access to emergency services.
- If the hirer provides his or her own electrical equipment for use on the school premises, the hirer must provide such evidence as is requested to show that the equipment is less than 12 months old or that the equipment has been subject to regular safety checks which are carried out by a competent person.
- Covid-19 measures to be introduced in line with Government Guidelines on using gyms, and indoor and outdoor spaces. During this period, and where social distancing measures are in place, there will be no hire of the facilities to casual/random users. Affiliated teams and organisations requesting use of the facilities must present a suitable and sufficient risk assessment stating how they will manage the risk of infection to their users and staff of Northfield School and Sports College.

#### **7. Fee**

- The hirer must pay to the school the hire fee at such time as requested, for Sportsdrome facilities pay before play unless an invoice arrangement has been agreed in advance.

## **8. Correct Use**

- The hirer has the right to use the allocated activity area for the purpose of the activity and for no other purpose whatsoever and in the event of the hirer wishing to use the area for another activity, he or she must first obtain consent from the Sportsdrome and Community Manager (or deputy).
- The hirer will not have exclusive possession of the area and the Sportsdrome and Community manager (or deputy) will have the right to enter the area at any time during the period of hire.

## **9. Maintenance and Repair**

The hirer must:

- Keep the area in a good and tidy state of repair.
- Keep the area clean and free from litter at the end of each hire session.
- Not make or cause to be made any modification to the area without prior consent of the Sportsdrome and Community Manager (or deputy).
- Not affix, or cause to be affixed, any sign, poster, placard or hoarding without the prior consent of the Sportsdrome and Community Manager (or deputy).
- The hirer shall not interfere with the fabric or furniture of the school.
- If the hirer fails to keep the area clean or in a good state of repair, or fails to comply with a request from the school to carry out any necessary cleaning or repair work, the school will arrange for the necessary cleaning or repair work to be carried out and the hirer will be invoiced for the costs will

## **10. Damage**

- Any damage created by the hirer to the facility building, fixtures or any other property of the school must be paid for by the hirer and the amount of such damage will be assessed by the school whose assessment will be binding.

## **11. Liability and Indemnity**

- Where the hirer represents an organisation or a company delivering an activity, they must indemnify the school against all liability incurred by the hirer except where the school is proven to be negligent.
- The insurance cover must be a minimum sum of £5 million in respect of any one incident.
- The hirer must, upon request by the school, provide a certified copy of its insurance policy taken out in accordance with this agreement and provide satisfactory evidence that all premiums under such policies are paid up to date.

## **12. Premises Related Costs**

- The costs of premises related utilities, such as electricity and gas, are included in the hire charge.

**13. Prohibitions on Use**

The hirer must at no time, use, permit or cause the area to be used for:

- Public entertainment
- Selling or consuming alcohol
- Consuming prohibited drugs
- Smoking tobacco products or substitutes
- Betting or gaming
- Auctions or mock auctions
- Any other use which is detrimental to the business or reputation of the school

The hirer shall, at all times, conduct the activity so that nothing occurs which could damage the reputation of the school, cause offence, or be contrary to any statutory provisions.

**14. Fire Safety**

- The hirer must comply with all fire regulations and the school's fire evacuation procedure.

**15. Assignment**

- This licence is personal to the hirer and may not be assigned to any other person without the written consent of the designated person within the school.

**16. Right to Exclude**

- The school's designated person shall, notwithstanding this agreement, at his or her absolute discretion, be entitled to refuse admission to, or to evict any person, including the hirer, from the facility.

**17. First Aid**

- For sports related activities, the hirer must arrange for a qualified first aid attendant to be present for the duration of each session of the activity. The hirer can make use of the school's first aid facilities and qualified personnel with the prior agreement of the school.

**18. Right to Cancel or Terminate**

- The school has the right to cancel any session of hire at any time.
- The school will not be liable for the cancellation of any session.
- The hirer has the right to cancel any session of hire by giving the school at least 24hours' notice.
- This agreement may be terminated immediately by notice given by the school.

**19. Licence**

- This agreement constitutes a non-exclusive licence and confers no other rights, including a tenancy, on the hirer and possession of the area and the facility is retained by the school subject to the rights created by this agreement

