



# Kellett School

## Use of Premises for Community Engagement

### General Information and Terms & Conditions for Hiring of Facilities (wef September 2024)

Kellett School welcomes the use of its buildings and facilities by our community and any organisations that may serve/support it. Consideration to requests will be conditional on the user/use supporting/observing the school's over-arching objectives, aims and ethos.

**School and school-sponsored activities will have priority over non-school-related activities at all times of the year.** To this end there will be dedicated access times allocated/published for non-school-related use contingent on the formal school calendar. Even in such circumstances should the school calendar change, school and school-sponsored use will take priority and non-school-related bookings may have to be postponed or rearranged (see section 'cancellation' for further detail).

All requests for using our facilities will be by written application only, and these will be considered on a first-come, first-served basis. Usage fees to offset costs will apply, depending upon the type of event and purpose/activities of the organisation.

#### A. Applications for Use

1. To begin the process, a completed Hire of Facilities application form must be submitted via email to [bookings@kellettschool.com](mailto:bookings@kellettschool.com) to be received within at least twenty (20) working days prior to the scheduled event. Applications will be reviewed and considered subject to the following criteria:
  - a. - nature of event and its link/suitability to the school's objectives/ethos/aims;
  - b. - availability of facility and personnel;
  - c. - amount and type of space needed;
  - d. - applicant's commitment to provide payment of fees and/or proof of liability insurance, if applicable.
2. The following documents are available for download at [www.kellettschool.com/facilityhire](http://www.kellettschool.com/facilityhire)
  - a. General Information & Terms for Hiring
  - b. Hire of Facilities Application Form
  - c. Scale of Hire Charges
3. A fresh application must be submitted for each new term every subsequent academic year for block bookings.
4. Applications will be accepted in April/May for the new academic year.
5. During the school year, new applicants will be notified about the status of their request within ten (10) working days of submitting the application.

#### B. Liability and Insurance

1. To the maximum extent permitted by law, the school is neither responsible for any injury, loss of life or property arising from the use of school property; nor will the school be considered liable for any loss/damage/injury sustained on-site or during the event.
2. All hirers must ensure they have appropriate public liability insurance cover for conducting their activity and all attendees' participation in such.
3. Kellett School requires a minimum of HKD\$20 million Public Liability Insurance and evidence of such insurance must be produced prior to confirmation of booking.
4. The Hirer shall be responsible to meet the cost of repairing any damage caused to the facility, and of repair, replacement or reinstatement of any equipment or property that may be damaged or destroyed during use of the facilities. We recommend that the Hirer's insurance carry a provision to cover any potential damage to school property.

#### C. Responsible Person/Adult Supervision

1. All groups/bookings must have a designated and suitably qualified adult (over 21 years) event/group leader assigned as the responsible person and who must be present at all times whilst attendees are on the school site.
  - a. The responsible person and any other staff/coaches must make themselves known to site staff and attendees upon arrival and be identifiable at all times.
  - b. The responsible person must provide a mobile contact number for emergency notification use only.
2. For events involving attendees under the age of 18 an adequate ratio of supervisory and suitably qualified adults/ coaches to children must be maintained during the event (we expect at least 1:10 unless otherwise advised). See note 'Swimming Pool' also.

3. Kellett School is **not** responsible for the provision of First Aid or first aid/medical equipment. Prior consideration and provision of this is the responsibility of the Hirer.
- D. Safeguarding of Young People/Child Protection
1. Kellett School has a duty of care to ensure that all partner organisations/users of our facilities are committed to the safeguarding and protection of children and young people. To this end, we expect our hirers to have in place robust child protection policies/measures to ensure adults who come in to contact with underage participants (under 18 years of age) have the necessary clearances to do so. Evidence of such policies/practices is required before any booking is confirmed.
- E. Security Bond/Deposit
1. In the case of block/repeat bookings a holding bond will be required upon confirmation of booking. Occasional (one-off) bookings, especially those of a 'high-risk' nature may also be requested to pay a fixed bond, at the discretion of the School.
    - a. Any bond will be returned at the end of the booking period assuming there are no outstanding charges or damages caused.
    - b. For block-bookings if the series is not fulfilled, i.e. the hirer cancels part-way through the bond will be retained in full.
- F. Payment Terms & Usage Fees
1. Payment of the hire charge will normally be expected in full in advance of each booking/event/block/Term, and ideally upon acceptance/confirmation.
  2. Payments will be received by bank transfer only (no cash or cheques). All billing and payment enquiries should be directed by e-mail to the finance department on [finance@kellettschool.com](mailto:finance@kellettschool.com)
  3. In addition to our standard hire rate, facility/service usage fees may apply dependent on the type of group, event, the facility requested, and time of usage (e.g. for extra clean-up, setup, etc).
    - a. If applicable, outline details should be confirmed and submitted prior to approval/confirmation stage.
- G. Security Fees & Staffing
1. Supplementary Security personnel may be assigned to an event – at the school's discretion/insistence - and fees charged depending upon the date and time of facility use and the number in attendance.
  2. A minimum of four hours for any event not held on a scheduled school day will be charged.
  3. Security time is scheduled from 30 minutes prior to the start of the event until at least 30 minutes after its conclusion as standard.
- H. Equipment and Other Personnel
1. Equipment such as audio-visual aids, may be available for rental, however these must be requested at the time of booking and are chargeable in line with the scale of charges.
  2. For swimming pool bookings supervisory personnel/lifeguards will be billed at an hourly rate (as per the charging schedule) unless otherwise negotiated at the time of booking
- I. Swimming Pool
1. Specific regulations will apply in relation to the use of our swimming pool. Please see other related documents. \*
  2. We will follow guidelines and conditions (for School Swimming) as stipulated by the Amateur Swimming Association (UK).
  3. In relation to pool hygiene the hirer will take all reasonable steps to ensure the pool is not contaminated through bodily fluids/leakages, etc.
    - a. When there is a need (determined at the school's discretion) to close the pool in order to disinfect/decontaminate it, any need to cancel classes will be a matter for the hirer to manage (with students/attendees) and meet the costs/consequences of, i.e. the School takes no responsibility and there will be no refund of the hire charge for such closures.
- J. Car Parking/Drop-off/Deliveries
1. The school has a duty to ensure that users of the site do not infringe/violate/disturb local (highway) parking regulations and it is a condition of booking that users respect such also.
  2. Limited on-site car-parking spaces for organisers and/or drop off or delivery arrangements may be considered/offered – but only if requested upon application.
    - a. Additional charges may be applied for any such arrangement.
- K. Food/Catering

1. Hirers may bring basic snacks and drinks on to the school premises as long as they are consumed in outdoor or non-carpeted indoor areas and as long as arrangements are made for clearing away and litter-picking etc. Otherwise cooking and heating of food on site is strictly prohibited.
2. The presence or consumption of alcoholic beverages is strictly prohibited in buildings, campuses, and grounds unless prior approval is obtained and there is the required statutory licensing in place.
3. If you require a catering service (teas/coffees/lunches) or a pay-as-you-go-facility (such as the Coffee Shop or Sky Café) this should be arranged with our Catering provider as a direct and separate arrangement.
4. Please attach any details to your application

L. Cancellations

1. Notification of cancellation must be made by email to [bookings@kellettschool.com](mailto:bookings@kellettschool.com) by the group organiser.
2. Cancellations (by the hirer) will be subject to the following charges dependent on date written notice is received:
  - a. 20+ working days' notice = return of any pre-payment less admin fee of \$1,500
  - b. 19 to 11 working days' notice = 20% total booking value + admin fee of \$1,500
  - c. 10 to 6 working days' notice = 50% total booking value + admin fee of \$1,500
  - d. 5 or less working days' notice (or no-shows) = 100% total booking value + admin fee of \$1,500
3. Kellett School reserves the right to cancel a reservation if it has reason to believe the facility use will conflict with, or the facility is required, for school activities.
4. Kellett School also reserves the right to change reservations with the understanding that, if possible, comparable facilities will be provided in circumstances beyond our immediate control (e.g. maintenance issues, M&E failures, etc).
  - a. In such circumstances and/or the user not being satisfied with any alternative facility being offered a full refund will be made.
5. Kellett School also reserves the right to cancel/close/remove an event if the organisation fails to follow School guidelines.
  - a. In the circumstances of an event starting and then being closed/removed (for failing to comply with school guidelines) the school reserves the right to retain an amount to cover costs incurred (for security, staffing, set-up, etc).
  - b. In such circumstances the Event Leader must explain the circumstances to the attendees and assist in their leaving of site.

M. Weather Warnings/AQHI

1. Hirers are responsible for monitoring and complying with any Hong Kong Government issued weather or air pollution warnings and informing their participants. In the event of recommended government closure or suspension of activity no charge will apply for the affected venue.
  - a. Black rainstorm or T8 or above: if the signal is up before the start of a session, the campus should be deemed closed, and the booking will automatically be cancelled, and no charge will apply. If the signal is raised during an ongoing session, the session will be terminated immediately and a pro rata per hour charge will apply.
  - b. AQHI, Red rainstorm, Thunderstorm, Flood warnings –the Hirer will be responsible for monitoring local conditions and government issued warnings and recommendations. For outdoor venues, bookings may proceed if deemed safe to do so. To be clear in the case of a Thunderstorm warning, conditions are deemed **unsafe** if the School's lightning monitor is showing red. If a booking is cancelled, no charge will apply. Hirers must notify their participants in good time to avoid their unnecessary travel, or if during a session they must take charge of underage participants until they are safely dismissed into the care of a Parent/Guardian/Helper or other known adult.
  - c. The school will not bear any responsibility for any external booking participants who may arrive on the premises when a session is cancelled.

N. School Holidays and Public Holidays

1. Facilities are generally not available during the School's published holiday/vacation periods.
2. At the discretion of the School, facilities may be available during Half-term, Chinese New Year, Easter, Summer, and Christmas holidays subject to staff and facility availability.
3. Facilities will not, generally, be available on scheduled public holidays.

O. Promotional Materials

1. Outside organisations are required to include the following disclaimer on any information or promotional materials related to their use of Kellett School facilities. "Kellett School is neither affiliated with the hiring organisation nor a sponsor of the event" as described on the Hire of Use application form.
2. Any materials using Kellett School's logo and/or photographs must be approved by the Bookings Office.

- P. Photography/Video
1. Permission is required for all photographs, filming etc. within Kellett School premises and Kellett School reserves the right at all times to prohibit the use of any such images/material at any event or activity with which it is associated.
  2. In all cases, photography in changing rooms and associated areas is strictly not permitted.
- Q. Sub-Letting/Non-reassignment of Responsibility
1. The Hirer shall not sub-let the facility or any part thereof without written consent from Kellett School. All booking and access rights, privileges and responsibilities of the hirer may not be reassigned to any other party.
- R. User Rules & Regulations
1. It is implied by proceeding to booking that the Hirer accepts all the conditions stipulated herein, and that they accept responsibility for informing their staff and attendees of such and for ensuring compliance with them.
- S. General Conditions
1. We ask you to respect our objectives, aims and ethos, the learning environment created by our children and teachers, and in particular to leave all spaces and displays as you find them.
  2. Participants shall obey any school regulations or government laws, by-laws, etc. in respect to the use of Kellett School.
  3. Kellett School management has the authority and right to interpret our booking conditions and rules and regulations as appropriate.
  4. Spectator admission is not permitted without prior approval.
  5. Kellett School reserves the right to refuse to accept further bookings from Hirers who fail to comply with conditions in force at the time of usage and/or who does not fulfil their booking commitments.
  6. The Site Security Officer is responsible for the care, security, and safety of the facility you have booked. The Site Security Officer has the authority, on behalf of Kellett School, to refuse the use of facilities to any individual who does not abide by the rules and regulations of Kellett School. Kellett School will support decisions made by the Site Security officer whilst carrying out his/her official duties.
  7. Kellett School reserves the right to cancel/close/remove an event if the organization fails to follow School guidelines. In the circumstances of an event starting and then being closed/removed (for failing to comply with school guidelines) the school reserves the right to retain an amount to cover costs incurred (for security, staffing, set-up, etc). In such circumstances the Event Leader must explain the circumstances to the attendees and assist in their leaving of site.
  8. Preparation and cleaning up must be done by the users and the facility/area must be left in an as found state/condition. This includes toilets and, if applicable, other service areas. Kellett School reserves the right to charge you for the cleaning costs, should you fail to meet this obligation.
  9. Users shall not tamper with the electrical, HVAC, plumbing or mechanical installations at the school.
  10. Passenger lifts may be used but for passengers and light equipment only.
  11. Pets, animals/livestock are not permitted on site, with the exception of Guide-dogs.
  12. Smoking or the presence of naked flames, or other dangerous/combustible materials such as (but not limited to) chemicals, explosives, firecrackers, etc is not allowed on any Kellett School premises.
  13. The presence or consumption of alcoholic beverages is strictly prohibited in buildings, campuses, and grounds unless prior approval is obtained and there is the required statutory licensing in place.
  14. Kellett School cannot guarantee compatibility of equipment such as laptops, projectors, projection screens, sound equipment etc. unless prior arrangement has been made.
  15. Any activity that requires a licence can only take on the premises with the prior arrangement and confirmation of licence (prior to the start of the event). Gambling of any form is strictly prohibited.
- T. On the day of the Event
1. The event leader should bring their photo identification and a copy of their Booking Confirmation to all events. This will serve as proof of rental and identification for the school staff, security or other facilities maintenance staff and must be produced upon request.
  2. It is the group leader's responsibility to:
    - a. arrive before the participants and ensure a register is taken and left with the security personnel;
    - b. make themselves known to the Security Officer upon arrival and be clearly recognised and identifiable to all attendees (as must all other official staff, coaches, etc).
    - c. familiarise themselves with the school/access/emergency procedures (see below);
    - d. be responsible for all attendees and where such includes young people/children that an adequate ratio of supervisory adults to children is maintained during the event;
    - e. induct/brief all attendees with the evacuation procedures that security staff will oversee in the event of an emergency;
    - f. ensure attendees remain in the approved areas only and do not venture into any other areas;

- g. ensure the appropriate kit and footwear is worn by all attendees;
- h. supervise the behaviour of the group during the scheduled event; and they must remain with the group until the last participant leaves;
- i. report any instances of damage to any Kellett School property immediately to the Security Officer;
- j. ensure that all participants have left the building before they do, that there are no items left behind in the venue/s and complete the sign-out process.

U. EMERGENCY EVACUATION PLANS

1. The school has an Emergency Evacuation Plan/Route displayed in prominent positions. It is essential that you locate the plan and make yourselves familiar with the procedure for fire and evacuation at your location.
2. The Emergency Evacuation Plans will include the following guidelines:
  - a. Stay calm and do not panic.
  - b. Before leaving a venue, close all doors and windows in the venue.
  - c. Leave the venue and the school in an orderly manner.
  - d. Follow the exit plan and make your way out of the building to the appropriate muster point.
  - e. If the way is blocked, exit by the nearest alternative route.
  - f. Under no circumstances should you go back into the building during the evacuation procedure.
  - g. Wait for the 'all clear' to be given before re-entering the building.

ALL TERMS AND CONDITIONS ABOVE HAVE BEEN READ, UNDERSTOOD AND ACKNOWLEDGED, FOR AND ON BEHALF OF:  
(Please Print Organisation Name below)

\_\_\_\_\_

Full Name of Representative in Block Letters: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_