



St Paul's Cray
CE Primary School

Act Justly, Love Mercy, Walk Humbly

Amadeus

Primary Academies Trust



Limitless Learning Together

Hiring and letting policy

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St Paul's Cray C of E Primary School

POLICY ON THE HIRING OF SCHOOL PREMISES

1.1 INTRODUCTION

The Governing Body is committed to making every reasonable effort to ensure the school buildings and grounds ("the premises") are available for community use. Where there is a conflict between a 'hiring' and a school event priority will always be given to school events.

1.1.1 Definition of a Hiring

A hiring may be defined as:

'any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged'.

It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

1.1.2 Charges for a Hiring

The governing body is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Governors' Finance Committee.

1.2 APPLYING TO USE THE SCHOOL

Enquiries to use the school premises should initially be made with the Finance Manager who will discuss such with the Head Teacher.

If the Head has any concern about the appropriateness of a particular request for a letting, she will consult with the Chairman of the Finance Committee, who has the authority to determine the issue on behalf of the governing body. The governing body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing. The name of the school should not be associated with any booking without the written approval of the Finance Manager.

1.3 HIRE AGREEMENT

Once a hiring has been approved, this document, The Hiring of Premises Policy with Booking Form at the back, will be sent to the applicant confirming the details of the letting. The terms and conditions of the policy must be adhered to.

The hire agreement must be signed by both parties (the Hirer and the School) before the hiring can take place. It should be signed by a named individual ('the Hirer') and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

The hire agreement will be signed in duplicate by the Hirer and the Finance Manager on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting.

All hiring fees will be payable to the school.

If the Hirer has specific set-up requirements (eg setting up rows of chairs, room configuration, car parking assistance etc), this should be discussed with the Finance Manager in advance. A fee may be payable for such depending upon the extra time involved for caretaking staff etc.

A deposit payable by the Hirer may be required by the School in relation to obligations under Clause 2.7. In the event of breach of such obligations by the Hirer, the deposit becomes non-refundable and such monies may be retained by the School to cover any costs incurred in making good, returning the premises to its pre-hiring state (eg moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting etc. If the deposit proves insufficient to cover such costs, the School retains the right to recover any excess from the Hirer.

1.3 TERMINATION OF CONTRACT

The Head, or the Chairman of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached.

1.4 COMPLAINTS

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available on the school website.

2.0 TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The "Hirer" shall be the named individual on the hire agreement and this person and/or their organisation will be responsible for payment of all fees or other sums due in respect of the letting.

2.1 STATUS OF THE HIRER

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. (See 1.2).

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.

2.2 DISCLOSURE AND BARRING SERVICE (DBS)

It may be necessary for the Hirer to submit proof that they have undergone a successful check under the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Head of the school any safeguarding concerns which may arise.

The Hirer must be able to provide evidence that DBS checks have been carried out for all relevant adults on request.

2.3 INDEMINITY AND INSURANCE

Lettings are made on the agreement that the Governing Body is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the school/governing body.

The Hirer shall insure with a reputable insurance office approved by the governing body, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the Hirer.

Unless specifically agreed by the governing body, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Finance Manager or governing body within seven days of a request. No booking will be confirmed until proof of insurance cover has been provided.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

2.4 STATUTORY REQUIREMENTS

The Hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which

would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

2.5 LICENCES AND PERMISSIONS

The Hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice

The Finance Manager must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact Bromley Council on 0208 464 3333.

It is the responsibility of any Hirer to ensure that all copyright licences have been obtained to cover planned activities.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The Hirer shall indemnify the governing body against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

2.6 PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. A copy of the policy is available from the school website. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;

- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Finance Manager.
- e) the Hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available. (see 2.6.1)
- f) the Hirer is responsible for communicating the information in 2.6.e. above to anyone attending the event or activity;
- g) performances involving danger to the public shall not be permitted;
- h) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected. ;
- i) no latex materials, including balloons, may be brought onto the premises
- j) no unauthorised heating appliances shall be used on the premises;
- k) all electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- l) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

2.6.1 Emergency Evacuation Procedure

It is recommended that the Hirer familiarise themselves with the following, sharing with all under their control as Hirer:

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- Whenever the fire alarm sounds in school, please do not assume that this is a drill and does not affect you, please exit the school in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.

- To avoid fire spreading, if possible, windows as well as doors should be closed. However the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- On reaching a staircase people should descend in single file using one side of the staircase only

Assembly Point

This is on the KS1 playground

Once at the assembly point the Head Teacher/Caretaker will come to you as soon as possible and let you know when it is safe to return or what action needs to be taken.

Roll Call

The Hirer/club organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the Warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/Caretaker on duty must be informed immediately.

If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill permission to re-enter the building is given by the Head Teacher/Caretaker on duty.

Where people with hearing difficulties are present on the premises it will be necessary to make provision for alerting them in the event of fire.

Attacking the Fire

Circumstances will dictate as to whether fire-fighting operations should be attempted; the important thing is that **FIREFIGHTING MUST ALWAYS BE SECONDARY TO LIFE SAFETY.**

2.7 THE HIRER'S RESPONSIBILITY

The Hirer must inform the school's Finance Manager in writing of any fault, damage or other problems with the premises or equipment encountered during the hiring.

No part of the premises are to be used other than for the purpose requested.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

The premises used must be left exactly as found with litter put into bins and furniture returned to its original position.

The school reserves the right to pass on to the Hirer any costs incurred in making good, returning the premises to its pre-hiring state (eg moving furniture back to position), any damage, cleaning up and /or breakages caused during a letting.

The Hirer must undertake their own risk assessments for Health & Safety purposes.

2.7.1 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.

2.7.2 First Aid Facilities

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not permitted.

2.7.3 Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. (If available, the caretakers may be able to help, but this is still the Hirer's responsibility). No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required. The school reserves the right to pass on to the Hirer any costs incurred in making good damage caused during a letting.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

2.7.4 Food and Drink

No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the Finance Manager in line with current food hygiene regulations. Where food is served the Hirer will be asked to provide food preparation certificates for the relevant personnel.

No nuts or food containing nut products should be brought onto the school premises.

2.7.5 Kitchen/Food preparation*, Facilities and Equipment

Third parties shall only be permitted to share use of the school's kitchens and/or equipment where they can demonstrate that the personnel involved have appropriate qualifications. The kitchen must be left in the same condition as found with special attention paid to cleanliness and hygiene.

2.7.6 Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without a Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

2.7.7 Smoking

Smoking is not permitted on any of the school premises. This includes **all** of the school grounds.

2.7.8 Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

2.7.9 Nuisance/Disturbance

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises including the school playing fields.

2.7.10 Rules

The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

2.7.11 Charges and Cancellations

Charges are always specified in writing to the Hirer including any review arrangements..

The governing body may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

The letting may be cancelled by the Hirer, provided that in each circumstance at least two months notice is given. Cancellations made less than two months before the event date will be charged in full.

The governing body may cancel a letting giving 28 days notice. In such circumstances any deposit or other payment received for the cancelled event will be

refunded. In exceptional circumstances where the requirements of a school activity necessitates the cancellation of an event with less than 28 days notice the governing body may at its sole discretion offer an alternative date to hire or issue a full refund.

The governing body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the governing body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the governing body). The decision of the governing body as to whether a letting should be cancelled shall be binding on the Hirer.

Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.

Where the premises are not left in their original condition the Hirer will be responsible for paying any costs associated with full re-instatement.

2.7.12 Sub-Letting

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

2.7.13 Storage Ancillary to the Hiring

No goods or equipment should be left or stored on the premises without express permission from the School in writing. The school accepts no responsibility for items left on the premises.

2.7.14 Loss of Property

The governing body cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

2.7.15 Car Parking

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Users of the school should avoid undue noise on arrival and departure.

2.7.16 Toilet Facilities

Access to the school's designated toilet facilities is included as part of the hire arrangements.

2.7.17 Right of Access

The governing body reserves the right of access to the premises during the hiring. (The Finance Manager or members of the governing body from the **Premises committee** may monitor activities from time to time).

2.7.18 Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

2.7.19 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school website.

HIRE OF FACILITIES AT ST PAUL'S CRAY C OF E PRIMARY SCHOOL

Hirer Details (to be completed by Hirer):

Name of Hirer:

Address:.....

Telephone Number:..... Email

Name of Organisation:.....

Activity of Organisation:.....

Details of Premises Requested (Hall, , Sports Hall, Classroom etc):

.....

Dates Requested:

Start Time:..... Finish Time:..... (please allow time for your preparation and clearing up)

Frequency:.....

Use of School Equipment (please specify your request):.....

Details of any Electrical Equipment to be brought on site:.....

Are you obtaining a licence for the sale of alcohol? (This requires school's consent and a copy of the licence will be required for inspection)

Maximum Number of Participants:..... Age Range of Participants:.....

Number of Supervising Adults:.....

Relevant Qualifications of Supervising Adults.....

DBS Form: Please state the name of the candidate, the date the form was issued, who issued it and the DBS number or alternatively, provide a copy of the form.

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Dates during the year when facilities will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will be given wherever possible.

Agreement

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions 2.3 for further details) and has attached a copy to this document

The Hirer agrees to all hire charges as outlined by the School and to comply with the Terms and Conditions of Hire of the School Premises as per the School's Hiring of Premises Policy

The Hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct

Signed: (the Hirer) Date:

The school agrees to the hire based upon the above information provided by the Hirer and in accordance with the Terms and Conditions of hire of the School Premises as per the School's Hiring of Premises Policy

Signed: (on behalf of the School) Date: