Letting and Hiring Policy

The Cottesloe School

Policy Type:	Non Statutory
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1. Introduction

This policy outlines the principles and procedures for the hiring of The Cottesloe School's premises and facilities. It aims to ensure that the school's resources are utilised effectively for the benefit of the wider community, whilst prioritising the safety and well-being of all users, protecting school assets, and complying with all relevant statutory and Buckinghamshire Council guidelines.

The Governing Board 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.

2. The aim and scope of the policy

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Allow the hiring of the premises without using the school's delegated budget to subsidise this.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school.
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils.
- Hire out facilities in a way that is safe, within current legislation and following government guidelines.

3. Safeguarding

The school ensures that all community users within our school who have access to children and / or vulnerable adults have been checked as to their suitability. The school shall seek to ensure the suitability of adults working with children and vulnerable adults on school sites at any time. All community users organising activities for children are aware of and understand the need for compliance with the school's child protection guidelines and procedures. All organisers agree to follow the school's policy for managing allegations against staff and, where necessary, the suspension of adults from school premises. For further details and requirements, please refer to the following:

Safeguarding & Child Protection Policy,

Keeping Children Safe in Education (paras 169-170)

DfE Safeguarding Guidance for Providers

4. Child Protection and Disclosure and Barring Service (DBS)

The School has a statutory duty to ensure that where services and activities for children are provided on the school site there are appropriate policies and procedures in place in regard to safeguarding children and child protection. The Hirer whose group includes children under the age of 18 must have a Child Protection Policy and Procedures document. A copy of this document must be provided to the school before the booking can be confirmed.

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.

Hires that are adult only, are not permitted to bring anyone under the age of 18, including their own children or children of their group.

These documents will need to be provided to the school prior to confirming the booking and at least one week before the intended booking start date.

5. Definition of 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.

6. Enquiries

Enquiries for lettings of the school's facilities should be made with the Lettings Officer (Lettings@cottesloe.bucks.sch.uk) who has been delegated responsibility for the management of lettings.

7. Application and Booking

- All applications for hiring school premises must be made via the lettings email address (Lettings@cottesloe.bucks.sch.uk)

- The applicant (Hirer) must be over 18 years of age and will be responsible for all aspects of the booking and adhere to the terms and conditions on the Hire agreement.
- No letting is considered booked until written approval has been issued by the school, along with a Hire Agreement and Conditions of Hire. This must be signed by the Hirer and the School before the letting can proceed.
- No public announcement of any activity should be made by the Hirer until written confirmation is received.

8. Costing and Payments

- The Governing Board is responsible for agreeing the charges for the hiring of the school premises. These are reviewed on an annual basis.
- Charges for facilities and equipment will be those in force on the dates of hire. Prices are liable to increase, and if they do so between the dates of application and hire, a supplementary charge may be made.
- Payment, in full, must be made no later than 1 week before an occasional booking takes place. A deposit may be required in advance of full settlement for certain events.

9. Charges

- If the premises are not vacated by the end of the agreed hire period a penalty charge of £50.00 will be levied for each hour after the end of the hire period.
- An additional charge will occur if the facilities are not left in an acceptable state and additional cleaning is required. This charge will vary depending on the extent of damage or cleaning that is required.

10. Cancellations

The letting may be cancelled by the Hirer, provided that in each circumstance at least two months notice is given. Cancellations made less than 28 days before the event date will be charged in full.

For bookings made on a regular basis, i.e. at least ten bookings per term, the following notice period will be required for 'one off' cancellations: Over 72 hours, no cancellation charge, 48 – 72 hours, 50% charge and less than 48 hours, 100% charge.

11. Termination of Contract

The Headteacher, or the Chair of the Governing Board, 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.

12. GDPR

The Cottesloe School collects personal data during the letting booking process via the hirer agreement solely to manage your agreement. This data is kept securely and confidential, used only for this purpose, and retained no longer than necessary.

https://www.cottesloe.bucks.sch.uk/key-info/statutory-policies

13. First Aid

- TheHirer should make arrangements for their own provision of first aid supplies, and all organisations should have updated policy documents.
- First Aid Provision - At least one person should be in attendance who is qualified to administer first aid. An assessment of the risks and first aid needs should be undertaken by the Hirer to decide on an adequate level.
- The school's own employees should not be relied upon as the first aid provision by someone hiring the premises, as they may not be present at all times.
- The school would require to see a copy of first aid certificates.
- Locations of our Defibrillators are:
    - Sports Hub
    - Main Reception
    - Outside Medical Office

14. Insurance and Indemnity

Lettings are made on the agreement that the Governing Board is indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer.

The Hirer shall be responsible prior to hiring for arranging a policy of insurance, with a minimum limit of £5,000,000 against any 3rd party claims which may lay against their organisation whilst using The Cottesloe School premises (The Cottesloe School is insured against any claims arising from its own negligence). Evidence of a valid policy must be submitted to the school along with the Hire agreement before any booking can be confirmed.

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

15. 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.

16. Licences and Permissions

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

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. These licences will need to be shared with the school.

17. Qualifications

Where any coaching or instruction will be taking place, the Hirer must submit proof of valid, recognised, qualifications and or accreditation with the sports governing body to the school with the application form.

18. Parking

The Hirer must ensure that vehicles belonging to their patrons are parked in designated areas and not on pathways / grass areas only so as not to cause an obstruction. The Cottesloe School accepts no responsibility for damage to vehicles whilst on the school site.

19. 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.

20. Food and Drink

No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the Business 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.

*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.
- A 'Slip Kitchen', where only a kettle and washing up facilities are available, can be used by a Hirer without supervision.

21. Health and Safety

Supervision/Security

Security of the premises must be maintained at all times. No unauthorised persons are allowed on site. The Hirer has a duty to report any suspicious persons

to the site staff immediately. The school's staff will check that the premises are in suitable condition for hire before the start of each letting.
During each letting, staff will check that the group is conducting their letting in accordance with the 'Terms and Conditions of Hire' as appropriate.
The school's staff have the right to suspend any use of the premises where the Hirer or any person associated with their group fails to abide by the Terms and Conditions of Hire after suitable warning has been given, especially under any circumstances whereby health and safety is being, or could be, compromised.
School staff will check the premises at the end of each letting to ensure that the group has left the facilities and equipment in the condition in which it was at the start of the letting.

Access Times
The Hirer shall not be allowed access to facilities before their agreed start time, and shall vacate the premises no later than the agreed finish time. The Hirer should be aware that other groups may be booked immediately after them and should be able to access facilities on time.

Emergency Procedures
It is vital that anyone hiring a school premises knows what to do in an emergency.

Fire Evacuation

- Anyone discovering a fire should immediately sound the nearest fire alarm. In the case of a child they should then inform the nearest adult.
- The fire alarm signal is a continuous siren for fire . The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once. (Please note there is a different alarm signal for a lockdown).
- 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.

Assembly Point for Fire Evacuation

- For those that are on the 3g pitch please remain here and for those in the buildings need to evacuate to the grid field (next to B block).
- Once at the assembly point, the school duty member of staff 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. They can be contacted on 07775429299.

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/duty member of staff 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 duty member of staff..

Notices
- Fire Instruction Notices are located at each fire alarm point. (Please note that the assembly point for The Hirer may be different to that listed on notices around the building – see Assembly Point above).

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. It is the responsibility of the hirer to make school staff aware of any deaf and or participants who have a disability which would need special/individual arrangements for evacuation in the event of a 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.

Other emergency procedures

In addition to a fire evacuation, you may need to activate further procedures in response to various situations. Some common examples include:

- **Community Incident/Civil Disturbance**: A reported incident or civil disturbance in the local community that could pose a risk to staff and students.

- **Intruder on Site:** The presence of an intruder on school grounds who might pose a risk to staff and students.

- **Local Pollution Risk**: A warning about local air pollution, such as a smoke plume or gas cloud.

- **Major Fire Nearby:** A significant fire in the school's vicinity.

- **Dangerous Animal:** The close proximity of a dangerous animal roaming loose.

We strongly recommend that hirers follow national guidance (gov.uk) on emergency preparedness, and it remains their responsibility to have an appropriate plan and dynamic risk assessment in place for their activities on school premises.

Public Safety
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 duty member of staff.
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.
F. The Hirer is responsible for communicating all information relating to emergency procedures to the individuals associated with the letting.
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 School disclaims 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.

Smoking/Vaping

Smoking/vaping is not permitted on The Cottesloe School site including the grounds under any circumstances. - please see the schools Smoke and Vape Free Policies

Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the School Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including crates and bottles, must be removed from the premises at the end of the hiring.

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. It is the Hirer's responsibility to obtain the necessary License.

Disturbance/Nuisance
The Hirer shall ensure that any music played or provided at the premises or noise levels do not cause a nuisance within the site or to the nearby residents.

Animals
Animals are not permitted on The Cottesloe School site, including the grounds, except for assistance dogs.

22. Sub-Letting

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

23. Storage

No goods or equipment should be left or stored on the premises without written permission from the school. The school accepts no responsibility for goods or equipment left on the school site.

24. Loss/Damage of property

The school 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.

25. Toilet Facilities

The Hirer must use only the toilets that have been designated to them. These will be pointed out on the Hirer's site visit.

26. Furniture/Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use.
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 repairs 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.

27. ICT Usage

The Hirer must adhere to our Digital Technology Acceptable Use Policy at all times. These can be provided to any lettings wishing to have access to a computer.
https://www.cottesloe.bucks.sch.uk/key-info/non-statutory-policies

28. 3G Pitch/Grass Pitches

Please see the conditions of hirer (Appendix 1)

29. 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.

30. Contacts

Jenny Waples - Lettings Officer - letting@cottesloe.bucks.sch.uk

Nicola Hulland - Business Manager - nhulland@cottesloe.bucks.sch.uk

Simon Jones - Head Teacher - sjones@cottesloe.bucks.sch.uk

31. Review

This policy will be reviewed annually (earlier if any legislative change).

Hire of Agreement - The Cottesloe School

This agreement shall constitute the contract between The Cottesloe School and the Hirer(s).

Name of Hirer:_____

Registered Address_____

_____Telephone Number _____

Email address _____

Name of Organisation_____

Activity of Organisation_____

Details of Premises Requested (Hall, Sports Hall, 3G Pitch etc)

Days/Dates Requested:

Start time_____ Finish Time_____

Number of Participants _____ Age Range of participants_____

Number of Supervising adults_____

Has the DBS Children's Barred List and a DBS checks been carried out? When? By Whom? Please list details

_____

_____

_____

Do you require use of School Equipment Yes/No

If yes please specify_____

Are you bringing in any electrical equipment Yes/No

If yes please specify_____

(only electrical equipment that has been PAT tested can be connected to the school's systems)

Please confirm you can provide copies of the below documents:

Document Name	Hirer has copy	School has seen and checked
Public Liability		
Child protection and safeguarding policy		
Accreditation to a sports governing body or qualifications for the Hirer offering "lessons or training"		
Risk Assessment		
First Aid Certificates		
DBS Checks		
Licenses Check - (e.g music, Liquor)		

Agreed price of Hire:

_____

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 Letting and Hiring Policy.

The Hirer confirms that he/she is over 18 years of age, and that the information provided on this form is correct

Signed:_____(the Hirer) Date:_____

Signed:_____ (The Cottesloe School) Date:_____

TERMS AND CONDITIONS OF FACILITY HIRE

1. 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. These documents will be requested by School prior to the hire agreement being agreed and as and when the Hire agreement is due for renewal.
This will need to be provided to the school prior to confirming the booking and at least one week before the intended booking start date

2. The Hirer should indicate the exact facilities required (e.g. 3G Pitch Sports Gym, Classrooms, Changing Facilities, Theatre/Atrium etc.), the nature of the activity and state what, if any, equipment is required for the booking.

3. Applications for use of the premises for large groups or multiple areas of the school must be received at least 30 days prior to the event or first letting, by the completion of the school's Hirer Agreement . Applications for Adhoc use of the 3G facilities can be made up to 24 hours in advance.

4. Payments must be made a minimum of 24hrs before the booking commences.

5. The hours of hiring must include time preparing for the booking and cleaning up following the booking.

6. Any user of our facilities are not permitted to bring their children (Under the age of 18 yrs old) unless they are registered with the club.

7. The Hirer shall agree to repay the school all expenses which may be incurred by them in cleaning, repairing, making good or replacing any part of the school buildings or the contents thereof which may be lost, damaged or destroyed in consequence of the Hirer's use of the school. Any deposit will be offset against such charge.

8. The charges for hire will be those in force on the date of hire. If charges are increased between the date of application and actual date of hire, then a supplementary charge will be made. The Hirer should note that no VAT is payable on lettings in respect of sports facilities under the following conditions:
    a. The series consists of 10 or more bookings.
    b. Each session is for the same sport or activity.
    c. Each session is in the same place, although a different pitch, court or lane, or different number of pitches, courts or lanes is acceptable.
    d. The interval between each session is at least 1 day but no more than 14 days.

The duration of the sessions may be varied, however there is no exception for intervals greater than 14 days through closure of the facility for any reason.

e. The series is to be paid in full. Payment is to be made in full whether or not the right to use the facility for any specific session is actually exercised. Provision for a refund given by the provider in the event of the unforeseen non-availability of their facility would not affect this condition.
f. The facilities are let out to schools, clubs, associations or organisations representing affiliated clubs or constituent associations, such as local leagues.
g. The person to whom the facilities are let has exclusive use of them during the sessions.

9. In case of fire, the Hirer should familiarise themselves with escape routes and the location of the fire extinguishers, fire alarms and exit doors. It is the responsibility of the Hirer to seek this information from the school staff prior to making use of the premises. Some of the school premises do not have emergency lighting systems with illuminated exit signs. Where such a system does not exist (or where it would need supplementing for evacuation purposes), the Hirer should make alternative arrangements for evacuations of the premises, using nominated stewards with torches where appropriate. If a fire should break out, the Hirer should make every effort to call the Fire Service.

10. The Hirer should familiarise themselves with the full list of regulations for the use of the school premises outside of school hours, available from the school.

11. The Hirer should provide their own first aid supplies and have at least one person in attendance who is qualified to administer first aid. All accidents and dangerous occurrences should be reported to the duty staff.

12. No food and drink may be prepared or consumed on the property without the direct permission of the Lettings Officer 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.

13. The applicant or responsible adult nominated on their behalf shall be present and in charge throughout the duration of each letting and be the contact for the duty staff.

14. The Hirer shall be responsible prior to hiring for arranging a policy of insurance,

with a minimum limit of £5,000,000 against any 3rd party claims which may lay against his or her organisation whilst using the The Cottesloe School premises (The Cottesloe School is insured against any claims arising from its own negligence). Evidence of a valid policy must be submitted to the school along with the application before any booking can be confirmed.

15. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the School Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor.

16. Smoking/vaping is not permitted on The Cottesloe School site including the grounds under any circumstances.

17. Animals are not permitted on The Cottesloe School site, including the grounds, except for trained support dogs, guide dogs for the blind and hearing dogs for the deaf.

18. ICT usage – The Hirer must adhere to our Digital Technology Acceptable Use policy at all times.

Appendix 1

Conditions of hire for the 3G pitch