

# **THE COTTESLOE SCHOOL**

## **LETTING AND HIRING OF SCHOOL PREMISES POLICY - DECEMBER 2018**

Reviewed at Resources and People Committee: 21 November 2018

Adopted at Full Governing Board meeting: 12 December 2018

Review date: Autumn Term 2022

### **1. INTRODUCTION**

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.

#### **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.

#### **1.2 Charges for a Hiring**

The Governing Board is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Governors’ Resources and People Committee.

### **2. APPLYING TO USE THE SCHOOL PREMISES**

#### **2.1 Enquiries**

Enquiries to use the school premises should initially be made with the Lettings Officer who will discuss such with the school’s Business Manager to whom the Head has delegated responsibility for the management of lettings, in accordance with the school’s policy. If the Head has any concern about the appropriateness of a particular request for a letting, he will consult with the Chairman of the Resources and People Committee, who has the authority to determine the issue on behalf of the Governing Board. The Governing Board 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 Business Manager.

#### **2.2 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 Business Manager on behalf of the Governing Board.

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 Lettings Officer 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

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.

### **2.3 Termination of Contract**

The Head, or the Chairman 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.

### **2.4 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.

### **2.5 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.

### **2.6 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.

## **2.7 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.

## **2.8 Indemnity and Insurance**

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 except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the school/Governing Board.

The Hirer shall insure with a reputable insurance office approved by the Governing Board, 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 Board, 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 Lettings Officer, Governing Board or school representative 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.

## **2.9 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.

## **2.10 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 School Lettings officer or representative 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

Aylesbury Vale -Tel 01296 585560 or email: [licensing@aylesburyvaledc.gov.uk](mailto:licensing@aylesburyvaledc.gov.uk)

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 Board 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.

## **2.11 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 Business Manager or school representative.
- 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 Board 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.

## **2.12 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.
- The 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. The school alarms for fire are completely distinguishable from any other school signal.
- 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 the coach park in front of the sports block** . Please note that the turning circle must be kept free for emergency services. Please also note that this assembly point may be different to that listed on notices around the building.

Once at the assembly point the Lettings Officer 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 07483 973380.

### **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/Lettings Officer 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 Lettings Officer on duty.

### **Notices**

Fire Instruction Notices are located at each fire alarm point. (Please note that the assembly point for Hirers may be different to that listed on notices around the building as per above – 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.

### **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.**

### **2.13 The Hirer's Responsibility**

The Hirer must inform the school's Lettings Officer 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.

### **2.14 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.

### **2.15 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.

### **2.16 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.

## **2.17 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.

## **2.18 \*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.

## **2.19 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 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, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

## **2.20 Smoking**

The whole of the schools premises, including all the grounds, is a non-smoking area. Smoking is not permitted.

## **2.7.1 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.

## **2.7.2 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.

### **2.7.3 Rules**

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

### **2.7.4 Charges and Cancellations**

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

The Governing Board 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 28 days before the event date will be charged in full.

For bookings made on a regular basis, ie 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.

The Governing Board 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 Board may at its sole discretion offer an alternative date to hire or issue a full refund.

The Governing Board 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 Board 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 Board). The decision of the Governing Board 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 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.

### **2.7.5 Sub-Letting**

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

### **2.7.6 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.

### **2.7.7 Loss of Property**

The Governing Board 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.

### **2.7.8 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.

### **2.7.9 Toilet Facilities**

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

### **2.7.10 Right of Access**

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

### **2.7.11 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.

### **2.7.12 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.

## **3. Review of policy**

This policy will be reviewed every four years (earlier any legislative change).

## HIRE OF FACILITIES AT THE COTTESLOE SCHOOL

### Hirer Details (to be completed by Hirer):

Name of Hirer: .....

Address:.....

Telephone Number:..... Email address.....

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

Application for TENS license permitted by school/not permitted/not applicable (delete as appropriate)

*Signed:* ..... (on behalf of the School)      *Date:* .....