



LETTING AND COMMUNITY USE POLICY - Alban Wood Primary School and Nursery

1. Introduction

- 1.1 This lettings policy relates to Alban Wood Primary School and Nursery ('the School'), part of the Agora Learning Partnership ('the Trust'). The Trust regards the school buildings and grounds as a community asset and will make every effort to make them available for the delivery of extended services, including community use. The Trust welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Trust acknowledges that extended services, including community services, support and complement the main teaching and learning activity within the school and contribute towards raising standards.
- 1.2 The Academy Governing Board ('the AGB') controls the use of the school premises both during and outside school hours. The AGB recognises that the primary purpose of the school is to provide accommodation for the teaching, learning and welfare of its pupils. The needs of the pupils are paramount and will always take precedence over external lettings. When not required by the school, the premises:
 - Represent a significant capital investment and should be fully utilised
 - Are a valuable community resource
 - Are a valuable source of income and may be offered for private or commercial use
- 1.3 A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement (for example, by a local community group where the AGB has agreed that the letting will be at cost).
- 1.4 Rule 20 of the Local Election Rules gives the returning officer the legal right to use school rooms, free of charge, for the polling stations and for election counts. The law applies to all schools funded by public money; including foundation schools and academies. Where the school is used as a polling station the relevant authority will be charged any additional costs incurred by the school.
- 1.5 A copy of the Letting and Community Use Policy will be included in the Schools Letting Application Form to the Hirer when the initial enquiry is made (Appendix 2). Once the letting is accepted the Hirer will be sent the full Terms and Conditions for the Hiring of School Premises (Appendix 3).
- 1.6 Lease Arrangements and Partnership Agreements are not covered by this policy.
- 1.7 Use of the premises for activities such as staff meetings, parents' meetings, AGB meetings, Trust meetings, out of school hours learning / study support activities or any other extended

services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

2. Categories of letting

2.1 The AGB has adopted the following categories of priority user:

1. School users
2. Community and Leisure Learning (e.g. adult education, local music group, use by Scout Groups and other facilities of benefit to the local community)
3. Private (e.g. individuals who wish to hire the premises for a family event or community activity/meeting)
4. Commercial (e.g. local branch of Weight Watchers)

2.2 Use of the school premises by the school or on behalf of the school (e.g. Parent Teacher Associations) is not subject to the charging elements of this policy.

2.3 Single lettings are those where an individual or organisation wishes to hire facilities for a one-off basis. These lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting i.e. those that run for a number of weeks or terms.

2.4 The school will not permit its buildings and grounds to be hired:

- For political rallies or demonstrations;
- For purposes which are illegal i.e. forbidden by law or authorised by official or accepted rules;
- For functions attended by people whose presence may cause civil unrest or division within the community;
- To an organisation or individual which has been banned by law.

2.5 The AGB reserves the right to disapprove without reason any request made to hire the school premises.

3. Application for Designated Status

3.1 The AGB has delegated its power to determine designated status to the Headteacher who will exercise discretion on their behalf and determine the suitability of applications (the Headteacher may delegate authority to exercise this discretion further as required). The outcome of application decisions shall be reported to the AGB if required. The Headteacher will arrange for a list of approved organisations to be maintained. This does not preclude the Headteacher from referring sensitive applications to the full AGB at his/her discretion.

4. Responsibilities

4.1 *The AGB is responsible for:*

- a. Ensuring the implementation of the Policy
- b. Ensuring the correct control of hire for each letting
- c. Considering other policies that ensure the safe procedures in lettings e.g. Health and Safety, Emergency Evacuation Policy and any other which may in future apply
- d. Ensuring the premises provide a safe environment for the purpose of lettings
- e. Reviewing, monitoring and evaluating the policy on an annual basis or when required (in-line with changes to legislation)

- 4.2 *The Headteacher (or to whomever he/she delegates authority) is responsible for:*
- Understanding, adhering to, working in line with and ensuring the day to day implementation of the policy
 - Advising the AGB if there are any issues with the working practice of the Policy Terms and Conditions and control and usage of hire
 - Protecting the interests of the school with additional appropriate procedures and documentation
 - Providing training for staff involved in lettings
 - Agreeing risk assessments
- 4.3 *The site manager/caretaker is responsible for:*
- Identifying any issues that may compromise the safety of those who are hiring the school's premises and advising the Headteacher.
 - Ensuring agreed risk assessment actions are implemented

5. Areas, Access and Parking

5.1 Areas available for lettings:

- school hall
- classroom(s)
- playground
- school playing field
- D and T room
- Staff Room

The hirer is confined to the areas agreed on the booking form.

5.2 Equipment available for hire

- PA system and Lighting system in Hall
- White boards in classroom for presentation
- Chairs can be set up for you for an event
- Screen in Hall
- Football goals
- Netball goals

5.3 Access to lettings

The school can be accessed via the car park gates after school hours and at weekends. Users must not access the school site more than 30 minutes prior to, or 30 minutes after any booking.

5.4 Parking for lettings

Parking for all lettings should be in the school car parks. These have CCTV cameras operating for the security of staff and visitors.

5.5 Times of hire

Monday to Friday 3.30 to 9.00pm. - Weekday holidays
Saturday 9am-11pm
Sunday – by request to the Governing Body
Bank Holidays-by request to the Governing Body

5.6 Maximum capacity

The maximum capacity of the facilities is set out at Appendix 4.

6. Conditions of Hire

- 6.1 The AGB has adopted the terms and conditions under which the school premises may be hired. These conditions form Appendix 2 to this Lettings and Community Use Policy.

7. Administration of Lettings

- 7.1 The AGB recognises that it could not personally vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the Headteacher or any specific designated person as approved by the Headteacher. The academy will operate a fair Lettings and Community Use Policy that does not discriminate on grounds of race, colour, religion, ethnicity, sexuality, gender, age or disability. No member of staff, with the exception of the Headteacher is permitted to vary the terms and conditions under which the school premises are hired to either individuals or organisations or to deviate from the AGB's published charging and letting policy.
- 7.2 All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers must complete a Lettings Booking Form at Appendix 1, and are to receive a copy of the Terms and Conditions of hire at Appendix 2. The Lettings Booking Form is an enforceable contract.

8. Scale of Charges

- 8.1 In arriving at their scale of charges the AGB has followed the following principles:
- That academy users will be charged no more than cost;
 - That designated users and private users will be charged according to the school Lettings Price List (this is subject to be reviewed once a year)
 - That there will be parity of treatment for similar users;
 - That the overall charges for letting the school facilities will be recovered from users as per the agreed terms and conditions of the letting.
- 8.2 For the purpose of charging, the Headteacher, or an approved employee, is empowered to determine to which group any particular individual or organisation belongs i.e. community and leisure learning, private or commercial. The basis of charging will be determined by the purpose for which a letting is arranged as stated in the terms and conditions.
- 8.3 A charge should be levied in order to cover the following:
- Cost of services (heating and lighting)
 - Cost of staffing (additional security, caretaking and cleaning) including 'on-costs'
 - Cost of administration
 - Cost of 'wear and tear'
 - Cost of insurance (if using the school's pupil liability insurance)
 - Cost of use or school equipment, if applicable
 - Profit element (if appropriate)
- 8.4 Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.
- 8.5 The specific charge levied for each letting will be reviewed no less than annually by the AGB (or as delegated). This review will take place when any changes to support staff pay scales (and

hence staffing costs associated with lettings) are published, and at least annually. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

8.6 In the event that the Trust becomes VAT registered then VAT may be added to lettings charges, as appropriate.

8.7 The Lettings Charges are set out at Appendix 3 of this Lettings and Community Use Policy.

9. Discounts

9.1 These form part of the scale of charges (Appendix 3) and are only permitted for multiple bookings as agreed by the Headteacher or designated employee.

10. Minimum Charges and Deposits

10.1 The minimum hire period will be one (1) hour.

10.2 The AGB reserves the right to require a deposit over and above the hiring charge as security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition which would require additional costs for cleaning, caretaking or other expenses. The minimum deposit is £20.

11. Cancellations

11.1 The AGB will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting:

- If hirers wish to cancel at least 7 days prior to the event, a full refund will be given
- Between 1 and 6 working days, 50% of the total cost will need to be paid by the customer
- 1 working day or less, the customer should pay the full price of the letting

12. Payment Methods

12.1 The AGB is mindful of their responsibilities in safeguarding the academy from bad debt. Therefore payment in advance or at the time of booking is the normal practice unless otherwise agreed with the Headteacher. Payment by bank transfer or by BACS are the only acceptable forms of payment. A hiring should not go ahead unless payment has been received in advance.

13. Charges/Invoicing

13.1 The AGB delegates all invoicing responsibility to the relevant academy staff. In all cases the AGB, or Headteacher, reserve the right to withdraw the use of school facilities where prompt payment is not received. Once a Booking Form has been completed and passed to the Finance Office an invoice will be issued.

13.2 *Ongoing bookings*: must be paid in full in advance for each half-term

13.3 *Holiday club bookings*: must be paid in advance two weeks before the first day of the booking

13.4 *One off bookings*: must be paid in full no later than two weeks before the date of the hiring

- 13.5 *Bookings of a number of sessions:* a deposit of 25% is to be paid on booking and the balance of payment is to be made no later than one week before the first date of the hiring. Payment may be made by monthly BACS/direct debit in advance in agreement with the school.
- 13.6 *Annual bookings:* clubs will be invoiced termly and payment is to be made no later than one week before the first date of that term's hiring

14. Security

- 14.1 Hirers are responsible for clearing away any items they use and to leave the premises in a tidy state.

15. Vetting Procedures

- 15.1 Where the school facilities are being let to organisations providing activities for children and young people the school will require the following:
- Confirmation that the organisation has an appropriate child protection procedure and policy in place. A copy must be provided to the school prior to the commencement of hire of the premises.
 - Confirmation that the organisation has a complaints procedure and policy in place. A copy must be provided to the school prior to commencement of hire of the premises.
 - Confirmation that individuals carrying out the work are suitable for working with children and young people. Organisations are responsible for and obliged to carry out all relevant checks on all individuals who are currently employed or volunteer to provide services to children and young people on the school premises or any employee or volunteer who is appointed in the future. (The organisation is required to keep and maintain records of checks carried out and to allow inspection of these records by the school)
- 15.2 Hirers and Sports Coaches using school facilities for activities involving children and young people (including children not from the School) are required to supply the following on company headed paper for the person responsible for the hire of the premises and all employees or volunteers who are engaged in activity on the school site:
- Full Name(s)
 - Date(s) of Birth
 - DBS number(s)
 - Date(s) of Clearance
 - Confirmation that individuals are not barred or restricted from working with children

16. Procedure

- Initial enquires are routed to the Headteacher who checks for availability of the school accommodation required and the suitability of the activity it is required for.
- If the accommodation is available and the activity is suitable, the terms and conditions policy, a booking form and a list of hire charges are sent to the enquirer with a covering letter from the Finance Secretary asking for insurance information, Complaints Policy and, if applicable, Child Safeguarding and club affiliation information. Information about obtaining a Public Entertainments License is sent to the hirer, if applicable.
- On receipt of the completed application, indemnity forms, child safeguarding documentation and club affiliation information (if applicable), the letting may progress at the discretion of the Head of School. If the letting is not to take place, the applicant should be advised in writing.

- Finance Secretary then raises and sends an invoice requesting payment in advance of the letting.
- Outstanding payments are to be brought to the School Business Manager's attention at the end of each month.
- Any write-offs must be authorised by the Headteacher/AGB as appropriate.
- The AGB of the School reserve the right to withdraw use of the school facilities where regulations are not followed.

17. Events and Licenses

- 17.1 There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and The Trust against any action brought about by failure to obtain the necessary licence(s).
- 17.2 The following categories of letting may require a licence:
- Theatre licence
 - Copyright/Royalty licence
 - Cinematography licence
 - Alcohol
 - Music, Singing and Dancing
- 17.3 No alcohol will be sold without the Hirer obtaining a Temporary Events Notice ('TEN') from the local Council. The school must be notified in the event that a TEN is obtained.

18. Public Liability and Accidental Damage Insurance

- 18.1 The hirer will be required to confirm that adequate and appropriate insurance cover is in place for the activity to be carried out. Any lettings partner will also be required to maintain its own adequate public liability (to £5,000,000), employers' liability insurance and hirer's liability insurance and provide a copy of this to the School annually.
- 18.2 If a hirer does not have public liability insurance this should be notified to the school. The school must contact the RPA who will provide an indemnity to any person or organisation to which the school has hired rooms where that person or organisation does not have (or would be expected to have) public liability insurance.

19. Fire Evacuation Procedure

- 19.1 The fire alarm is a continuous siren and, if activated, all users are required to immediately leave any building via the nearest emergency exit. Users should then congregate at the designated fire assembly point on the KS2 playground.

20. Links to other School Policies

- 20.1 This policy works in conjunction with the Emergency Evacuation Policy, Health and Safety Policy, Complaints Policy and Child Protection Policy.

21 Safeguarding

- 21.1 Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Safeguarding Policy.
- 21.2 All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Designated Senior Person/Lead ('DSP/L') prior to approval.
- 21.3 When determining whether to approve an application, the DSL will consider the following factors:
- The type of activity
 - Possible interference with school activities
 - The availability of facilities
 - The availability of staff
 - Health and safety considerations
 - The school's duties with regard to the prevention of terrorism and radicalisation

In the case of doubt, the school should refer to the Trust CEO/CFO.

- 21.4 An application will not be approved if it:
- places any child and/or adult at risk of harm
 - is aimed at promoting extremist views
 - involves the dissemination of inappropriate materials
 - contravenes the statutory Prevent duty
 - is likely to cause offence to public taste and decency (except where this is, in the opinion of the Senior Person, balanced or outweighed by freedom of expression or artistic merit)
 - would bring the school into disrepute
- 21.5 Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the police who will remove the person or group from school premises.
- 21.6 The school will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material, let for any other purpose that contravenes the Prevent duty or let for one purpose and found to be used for another. The incident report should be filed with the Central Team (to share with other schools).

21. Monitoring, Evaluation and Review

- 21.1 The AGB will review this policy every year and assess its implementation and effectiveness. The policy will be promoted and implemented throughout the school.

Appendix 1 – Lettings application form

Name of School	
Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Applicant contacts numbers (daytime & evening)	
Organisation's Name	
Do you have your own Public Liability Insurance?	Please tick yes or no as appropriate:- Yes / No (if yes please attach a copy)
Please attach a copy of any necessary Risk Assessment required for the purpose of hire	

Purpose of Hire	
Category of Letting	Delete as appropriate: Community & Leisure Learning / Private Hire / Commercial / Charitable / Other

Attendees	Total No.		No. Adults		No. children	
Single bookings	Date of booking		Start time		End time	
Block bookings	Frequency/Days					
	Start date				Start Time	
	End date				End Time	
Required Notice for application : 2 weeks before the first day of letting (4 weeks should be given for block bookings)						
Booking times must allow sufficient time for preparation and clearing away before and after the event						

Facilities required	Sports hall <input type="checkbox"/> Classroom <input type="checkbox"/> Playground <input type="checkbox"/> Playing field <input type="checkbox"/>
Other services required (certain facilities on request)	Outdoor play equipment, football, netball goals School Tables, Chairs, Stage, Kitchen, other equipment (specify) Outdoor learning/nature/pond Interactive LCD Screens PA system Lighting System
Other arrangements	Outdoor mobile building - left HS <input type="checkbox"/> - right HS <input type="checkbox"/> - cloakroom <input type="checkbox"/>
The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purposes of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.	

The following documents are enclosed	
Public liability Insurance certificate	
Employer's liability insurance certificate	
Complaints' Policy	
Sports club affiliation certificate/documentation	
Child safeguarding policy	
DBS information on headed paper (Full Name(s), Date(s) of Birth, DBS number(s), Date(s) of Clearance, Confirmation that individuals are not barred or restricted from working with children)	
Risk assessments	
Data protection policy (if required)	

Will refreshments be sold?	Will alcohol be served	If yes, will the alcohol be sold?
Yes No	Yes No	Yes No
If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment		
Signed: Full Name Date		
You will be sent confirmation of whether this application has been accepted or rejected by post of email. The full Terms & Conditions for Hire will be sent after the booking has been accepted with the Agreement form. No letting will be regarded as booked until the booking fee is received in full and we have received the signed Agreement Form.		
Please return the form to : Hazel Pinder – Head of School		

Appendix 2 - Terms and Conditions of Hire

Hire of School Premises: ALBAN WOOD PRIMARY SCHOOL AND NURSERY

Educational buildings and facilities are generally available when not required by the Trust for the purposes of education. Use of these premises is subject to various conditions, regulations and charges.

1. Interpretation

- a) Hirer: person making the application for a letting who will be personally responsible for payment of all fees or other sums due to respect of the letting.
- b) Trust: the Agora Learning Partnership
- c) School: the relevant School hiring out their premises on this agreement.

2. Term, effective date of Agreement

2.1 The term of this Agreement is as stated on the Agreement form.

2.2 The Hirer is considered to be the person signing the Agreement form. In signing this form, the Hirer not only acknowledges receipt of the Terms and Conditions of hiring the school premises but is also deemed to agree to ensure compliance of them.

3. Booking

3.1 Acceptance of the letting is conditional upon the agreement to accept all lettings conditions and to take all reasonable steps not to infringe the law.

3.2 The letting arrangements shall automatically be terminated by the breach of any of the conditions contained herein.

3.3 Payment of the full amount set in the application of the charge for the said use of the said facilities and services shall be made to the school as follows:

Ongoing bookings: must be paid in full in advance for each half-term

Holiday club bookings: must be paid in advance two weeks before the first day of the booking

One off bookings: must be paid in full no later than two weeks before the date of the hiring

Payment must be made by BACS or by bank transfer. The School reserve the right to refuse any application or to refuse any application or to terminate the agreement at any time for non-payment. All lettings must be paid for in advance.

3.4 The scale of fees for lettings shall be determined by the School, taking into account the cost of providing the letting, including energy costs, the cost of the equipment being used and the purpose for which the facility has been let. The School reserve the right to increase the charges for use of facilities at any time prior to the hiring (including after signing the application form) after giving one month's notice of its intention to do so. Once the School has given notice of a proposed increase the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of increase.

3.5 In the event of the said facilities and services not being used by the Hirer on the days specified, the cancellation policy is as follows:

- If hirers wish to cancel at least 7 days prior to the event, a full refund will be given
- Between 1 and 6 working days, 50% of the total cost will need to be paid by the customer
- 1 working day or less, the customer should pay the full price of the letting

If the School finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The School will accept no liability in respect of commitments incurred by the Hirer due to such cancellations

3.6 Representatives of the school's Academy Governing Body (AGB) shall at all times have free access to the facilities for the purpose of inspection.

4. Conditions of Use

- 4.1 The maximum number of persons to be admitted to the specific facility will be in accordance with the premises capacity.
- 4.2 The School permits the Hirer to access and use of the facility on the agreement form on the times specified on the same form.
- 4.3 The School does not warrant that the facility is fit for the purpose of the hire.
- 4.4 The School retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- 4.5 The Hirer is responsible for ensuring good order is kept on the premises and approaches thereto, immediately before, during and immediately after the agreed period use. The School reserves the right:-
- To have a representative present at any function/hiring
 - To inspect the proceedings at any time
 - To put a stop of any entertainment or meeting that is considered not to be properly conducted or liable to cause offence
- 4.6 The facility within the school hire remains in the Trusts' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- 4.7 The Hirer is responsible for the proper use of facilities (specialist equipment is not generally available, i.e. interactive whiteboards, IT equipment, PA System, cooker, etc. unless pre-arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment.
- 4.8 Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of equipment.
- 4.9 In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean, tidy and satisfactory condition. A completed risk assessment must be provided. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- 4.10 The Hirer must only use the area of the building they have hired and must observe any instructions given by the school concerning the area available. The Hirer is not entitled to use or enter the premises other than at the agreed times, unless prior arrangements have been made with the School
- 4.11 The toilets are available to use
- 4.12 Hirers are asked to comply with the request that there is 'No Smoking'. If this condition of use is broken, the School can terminate the letting immediately.
- 4.13 The Hirer shall not use the facility for any other purpose than that mentioned in the application and shall vacate the facility by the end of the time stated on the application form
- 4.14 Publicity materials may only be displayed by the school staff. The school reserves the right to remove and dispose of any other publicity materials without notice.

5. Restrictions of use

- 5.1 The Hirer shall not use the Premises for any illegal purposes or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any owner or occupier of neighbouring property.
- 5.2 The Hirer shall not make any alterations or additions to the Premises, shall not affix any items to the Premises and no interference is to be made with Schools property/equipment or other parts of the building which do not form part of this hire agreement
- 5.3 If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of the hire period.
- 5.4 Any storage space must be agreed with the School before using
- 5.5 The use of school equipment must be agreed in advance of the letting
- 5.6 Alcoholic Drinks - Express approval by the School is required if alcoholic drinks are to be sold or even consumed on the premises. The selling of alcohol requires a licence. It is the responsibility of the Hirer to obtain the licence and a copy must be provided for the school. Alcoholic drinks shall only be brought on the premises if they are directly provided by the hirer, or provided by the holder of a licence for the function for which approval has been given. Unconsumed liquor, bottles, bottle cases, glasses and similar must be removed from the premises immediately after the function has ended.
- 5.7 Illegal drugs are not to be brought onto or consumed on the Premises

5.8 No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas (gas fuelled BBQs may be used in the school grounds, subject to the express approval of the AGB)

5.9 Smoking is not permitted anywhere in the school building or grounds

5.10 No betting, gaming or gambling is allowed on the Premises

5.11 Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises

5.12 For security reasons, the Hirer does not have access to the school telephone. Hirers should acquire a mobile phone for use in an emergency.

5.13 No changes to fixture or fittings should be made to the property. No changes to fixture or fittings should be made to the fabric without prior approval.

5.14 Appropriate foot wear must be worn in the premises, particularly in the School Hall/Gyms where no footwear must be worn that might risk damage or mark the floor.

6. Insurance & Indemnity

6.1 The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised and has considered protection by personal accident insurance/employers liability for their staff or helpers.

6.2 It is the responsibility of the Hirer to effect adequate public liability insurance and is required to provide a copy to the School.

6.3 The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) and would find it difficult to obtain.

6.4 The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions that there is no damage to the fabric of the building, furniture and fittings of any school equipment.

6.5 The Hirer shall indemnify the School when signing the application & agreement forms against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the School or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

6.6 The effect of this is that the Hirer will be liable to indemnify the School for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

7. Loss

7.1 The school does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any carpark provided or injury to any persons however caused.

7.2 The School shall not be liable for any loss of damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown or plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

8. Assignment

8.1 This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises

9. Health and safety

9.1 The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation

9.2 The Hirer should, as far as possible, have any accurate list of those present

9.3 Any portable electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment) Lower voltage equipment must also be safe and in good condition.

9.4 The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the School.

- 9.5 Hirers should acquaint themselves with the Fire and Safety Regulations and relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
- 9.6 In the event of an incident, fire or near miss:
- School Incident Report Forms will be made available to the Hirer, who in turn must ensure one is completed correctly and that an investigation is undertaken:
 - A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any finds that may be relevant. Schools are not responsible for undertaking risk assessments for the Hirer's activities.
- 9.7 In the event of a fire:
- The Hirer will call the Fire Service (if school staff are not present and supporting the activity)
 - All users will evacuate the building via the nearest fire exit and muster at the designated point.
 - Users must not enter the building until the 'all clear' has been given. The Fire Service will give this. Fire must be reported using the School Incident Report Form.
- 9.8 Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- 9.9 The Hirer will immediately inform the School of any emergency, accident, injuries or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.
- 9.10 No combustible materials are to be used within the school, except with the express approval of the Local Governing Body.
- 9.11 The Hirer shall be deemed to be the nominated responsible person to be in charge of and upon the premises at all times during the period of the letting. The nominated responsible person must comply with the following conditions if appropriate to the letting, i.e. performance, functions:
- Up to 100 persons – 2 stewards, one extra steward for each additional 50 persons part thereof
- Such stewards shall be made fully aware of the positions and exits, operation of emergency lighting and fire lighting equipment and be able to give full assistance in evacuation of the premises in the case of any emergency. Such stewards should be readily identifiable to members of public in the event of such emergency.
- 9.12 The hirer must ensure they have considered any relevant government guidance for their sector, including specific guidance during times of pandemics or local health alerts
- 9.13 The hirer must ensure they carry out appropriate risk assessments, approved by the school, and put in place protective measures during times of pandemics or local health alerts
- 9.14 The hirer must complete the COVID-19 supplementary conditions of hire Appendix 5 whilst restrictions apply

10. Termination of this agreement

10.1 The School reserve the right to terminate any letting (even after signing the application form) at any time prior to hiring where it is considered that the use of the premises is likely to occasion a very real risk of disorder or damage or injury to persons or property. In the event of the hiring being cancelled, there shall be refunded to the applicant any payment made in respect of the hiring and such refund shall be accepted by the Hirer in full satisfaction of any loss or damage caused by the cancellation and the School shall have no further liability in that respect.

10.2 The School reserve the right to terminate or cancel any letting without notice where complaints are received as to the use of the premises by the Hirer.

10.3 A proportionate part of any payment made by the applicant representing the payment for the unexpired period of the letting shall be refunded to the applicant in full satisfaction of any loss or damage caused by the cancellation and the School shall have no further liability in that respect.

11. Safeguarding

11.1 The School is committed to safeguarding and promoting the welfare of children and young people. The responsibility for ensuring that safeguarding measures are in place rests with the third party provider, (i.e. the Hirer) not the school. Hirers providing services to children must have policies, procedures and DBS in place to ensure children's safety and these must be supplied to the School on request.

Agreement Form

The School permits the hiring of facilities within the School Premises as set out above on the Conditions of Hire and Application Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Hire Period	
Hire Fee	
Deposit 1 hour charge (if applicable)	
Permitted Use	
Facility Hired within School	
Equipment provided	
School Emergency Contact	
Any other information's or arrangements	

Signed on behalf of the School _____

Date _____

I, as the Hirer, have read and understood the Terms of Conditions for Hire of the School Premises and agree to be bound by such terms and conditions from the commencement of this agreement

Print Name _____

Signed on behalf of the Hirer _____

Date _____

School Use only This application for letting is: ACCEPTED / REJECTED		
Signed.....Full Name.....Position.....Date.....		
Evidence of own Public Liability insurance cover supplied and approved	Yes	No
Does the letting involve working with children/young people	Yes	No
If yes – has the School followed their Safeguarding procedures	Yes	No
Details of actions pertaining to the letting, (i.e. evidence of DBS, Safeguarding policies, risk assessments)		

Appendix 3 - Hire Charges

Price per hour	Community use	Private/Commercial use
One room	£15	£30
Each extra room	£10	£20
Hall	£20	£40
Playing fields	£20	£40
Car park (where hired by itself)	£10	£20
Additional cost for site manager attendance (if required)	£15	£20

Notes:

10% discount for block bookings of more than 10 weeks.

A weekend supplement may be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the school outside the standard school week.

Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- extra cleaning is required in order to return the hired area to a satisfactory state or;
- chargeable breakage(s) occur

This money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.

Appendix 4 – Maximum capacity

The maximum capacity should not be exceeded:

Hall	180
Classroom	70

Appendix 5 – COVID- 19 Supplementary conditions of hire

Full name of Organisation:

.....

The Hirer agrees to adhere to the following terms when returning to use the facilities at [insert name] school

1. The hirer will be responsible for ensuring that those attending their activity or event comply with all relevant current COVID-19 secure guidelines when entering school premises
2. The hirer will comply with all government and where applicable (e.g. sporting, exercise or performing arts activities) relevant Academy Governing Board guidance and relay this information to all attendees.
3. The school's COVID-19 risk assessment will be provided to hirers. Additionally hirers are required to complete their own COVID-19 risk assessment and send this to the school prior to the booking being confirmed, and to comply with any further actions identified therein.
4. Hirers must ensure that everyone likely to attend the activity or event understands that they must not do so if they are experiencing COVID-19 symptoms or should be self-isolating. This includes those returning from a country for which government advice is that an isolation period should be observed.
5. If attendees develop symptoms within 10 days of visiting the premises they must advise the hirer who must inform the school immediately. All visitors to site are to use the Test, Track and Trace system to alert others with whom they have been in contact.
6. In the event of someone becoming unwell with suspected Covid-19 symptoms during the hire they should leave the site immediately and the hire must cease. The hirer must ensure they have the contact details for all attendees, leave the school site observing all current COVID-19 precautions and inform the school immediately on 01923 672280.
7. Hirers are required to keep a record of the name and contact telephone number or email of all those who attend their event for a period of 21 days after the event and provide the record to NHS Track and trace if required.
8. Room layout and furniture / equipment required is to be agreed with the school in advance and positioned to ensure COVID-19 Government guidance can be adhered to. Additional furniture is not to be used by hirers.
9. Hiring groups will only be able to access the specific area that they have booked. Hirers are responsible for ensuring their attendees do not attempt to access other areas of the site.
10. No school equipment is to be used by hirers without prior agreement. Participants should, wherever possible, bring their own equipment which they should not share with any other participant
11. Hirers will keep the premises as well ventilated as possible throughout the hire, with windows and doors (except fire doors) open as far as convenient. The hirer will be responsible for ensuring all windows and doors are all securely closed on leaving.

12. Hirers are responsible for the disposal of any rubbish created during the hire [insert location / details]
13. Hirers to inform attendees to arrive in appropriate kit and travel home to change/shower. (school changing rooms will only be made available if required for participants with disabilities).
14. In the event of an evacuation of the site the assembly point is the large playground. All hirers have been provided with a site induction and instructions on emergency procedures. Hirers are responsible for ensuring their participants are aware of the assembly point and maintain appropriate social distancing following an evacuation.
15. Depending on the nature of the event, the hirer may be required to take additional steps to control risks related to COVID-19, which will be discussed with the hirer prior to the booking being confirmed.

School responsibilities:

1. The school will provide hirers with a site induction to ensure they are clear on all emergency procedures and the COVID-19 controls expected by the school.
2. The school will ensure that the time of hire avoids unnecessary mixing with members of the school community and other hirers and that access is arranged to minimise such contact.
3. The school will consider if any additional signage is required for hired spaces to remind users about the Government's COVID-19-related control measures
4. The school will ensure that the hired space(s) have had touch surfaces cleaned prior to the booking and that adequate supplies of soap/water, paper towels and hand sanitiser are provided (hand sanitiser will be provided at each entrance point used by hirer).
5. After the hire has taken place the school will ensure that all such surfaces (door handles, light switches, window catches, toilet handles and seats, wash basins and all surfaces likely to be used during the period of hire) are cleaned before use by any other hirer or the school.
6. School equipment should ideally not be used by hirers, if it is then it must be thoroughly cleaned after use - or left in 'quarantine' for 72 hours before being used by the school / other users.
7. The school will retain a record of the lead booker for track and trace (hirers are required to keep a record of the name and contact telephone number or email of all those who attend their event for a period of 21 days after the event and provide the record to NHS Track and trace if required).

Signed (organiser):

.....

Name:

Address:

.....

Contact tel no:

Email:

Date: