

# Presdales School



*'Achievement for All'*

<b>Title</b>	HIRE OF SCHOOL PREMISES POLICY
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## Enquiries & comments

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## **Introduction**

The use of school premises both during and outside school hours is under the control of the Board of Trustees. The Board of Trustees of Presdales School wishes to ensure that the most effective use is made of the school premises by making facilities available for rent by any organisation or individual deemed to be respectable and trustworthy, including commercial enterprises, other educational establishments, community and charitable groups and private individuals.

In addition, the Board of Trustees is required, under the terms of the planning consent, to ensure that the Sports Hall is available for community use at specific times outside school hours (see Community Use Agreement).

Trustees recognise that the letting of facilities is of benefit in generating additional revenue income for the school.

## **Management of lettings**

The Board of Trustees is responsible for hiring procedures, arrangements and conditions of hire and charges. With advice from the Headteacher the Board of Trustees will:

- Agree the criteria to be used when deciding which groups are to be allowed to use the premises
- Agree and review annually the scale of charges to be levied
- Agree and review the General Conditions for Hiring School Premises
- Ensure, as far as is reasonably practicable, that there are no risks to the health, safety and security of students, staff and hirers and that the area and any furniture and equipment being hired is in a suitable condition for use by the hirer
- Ensure that adequate fire exits and emergency lighting to escape routes at night are in place to allow hirers to evacuate safely
- Ensure that a member of staff will be on duty for the duration of any hiring and keys will not be given out to hirers.

The Board of Trustees has delegated overall responsibility for lettings to the Headteacher. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff. All lettings will be at the discretion of the Headteacher who will ensure that:

- Lettings do not interfere with the normal operation of the school and its statutory duties.
- The needs of the school are considered before bookings are accepted. However, once bookings have been confirmed from an outside party, whenever possible, the school will not subsequently try to take priority.

The management of lettings is delegated to the Premises Manager who will:

- Maintain a central booking system.
- Assess the suitability of potential lessees.

- Issue the booking form (LT01) to be complete by the hirer along with the General Conditions for Hiring School Premises (LT02).
- Calculate the hire charge and agree with the hirer when the booking is confirmed.
- Ensure that adequate public liability insurance is in place.
- Liaise with relevant staff, including caretakers.
- Issue an invoice for payment by the hirer prior to the letting. (Long term hirers with a series of bookings may be invoiced monthly in arrears.)

### **Conditions of Hire**

The Hirer must complete an Application Form (LT01) for every hire or series of hirings. Hirers will be given a copy of the General Conditions for Hiring School Premises (LT02) stating the rules to which they are must adhere.

### **Insurance**

Hirers must produce evidence of adequate public liability insurance with indemnity up to £5,000,000, or otherwise enter the block scheme arranged by the school through the RPA. Hirers will be responsible for any damage caused other than fair wear and tear.

### **Charges**

The Board of Trustees is responsible for setting charges for the lettings of school premises. The scale of charge will be reviewed annually by the Resources Committee. Fees are charged to hirers sufficient at least to cover the direct costs incurred, such as caretaking and heating. Discretion may be used, particularly with charitable and youth groups and long-term regular hirers with a series of bookings.

### **Safeguarding**

All organisations that involve children under the age of 18 years must have a child protection policy in place. A copy of this policy must be attached to the application form when it is submitted and will form part of the hire agreement. The policy must be reviewed every three years. The policy must confirm that DBS checks are carried out on all staff and volunteers.

### **Arrangements for Monitoring and Evaluation**

The Board of Trustees' Resources Committee will receive regular reports from the Business Manager on the schedule of use of the school outside the school day, the number of groups involved and the net profit from such activities.

### **Relationship to Other Policies**

The Policy on the Hire of School Premises should be read in conjunction with the Accessibility Plan, Equal Opportunities Policy, Safeguarding Policy, Health and Safety Policy and the Sports Hall Community Use Agreement

## **PRESDALES SCHOOL**

### **HIRE OF SCHOOL PREMISES TERMS AND CONDITIONS**

#### **1. General Conditions**

- The Hirer must be over the age of 18 years and have completed the 'Application for Hire Form'
- The Hirer must have adequate Public Liability Insurance cover in place and have paid the required charges.
- The Hirer is required to include preparation time and clearing-up time on the Application Form.
- The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.
- The Hirer is responsible for ensuring that the let finishes promptly; a charge may be made for the extra costs incurred for any delay.
- The Hirer is responsible for ensuring maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- The member of staff on duty is responsible to, and the representative of, the Trustees for the care of the premises.

#### **Insurance Cover**

- The Hirer must have Public Liability insurance in place to protect the Hirer against injury, loss or damage caused to third parties or their property.
- The Hirer must indemnify the Academy in the minimum sum of £5million against all public liabilities and evidence of cover must be provided before the let takes place.
- The Academy may arrange Public Liability Insurance for Hirers, if notified in advance of the lettings, when there is none in place

#### **Termination**

- Trustees reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- The letting shall automatically be terminated by any breach of the conditions contained herein.
- Trustees also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- Any event deemed to bring the Academy's good name into disrepute can be cancelled at any time by the Academy

#### **Payment and Cancellations**

- When the booking is made, the school may request a deposit of 10% of the hire charge. This will not be returned in the event of a cancellation by the Hirer.

- Payment of the balance of the full amount of the charge shall be made not later than ten working days before the date on which the accommodation and services are to be used by the Hirer.
- Payment for regular Hirers may be invoiced monthly in arrears
- The Trustees reserve the right to refuse any application or terminate the agreement at any time for non-payment.
- The Academy reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the Academy shall not otherwise be liable for damages in respect of such cancellation.

### Care of School Premises

- The Hirer shall indemnify the Academy from and against all costs, claims, expenses and damage incurred or suffered by the school arising directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- The Hirer must ensure that the premises are treated with respect and care
- The Hirer must have adequate Public Liability Insurance cover in place, and provide a copy of the cover note prior to the Hiring, unless they purchase cover through the Academy's Public Liability Insurance policy
- No responsibility can be accepted by the Board of Trustees for the loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.
- The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor on duty.
- The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. **If the Hirer fails to leave the premises clean, neat and tidy, the Academy's cleaners will clean the premises and will charge the cost to the Hirer.**
- The Hirer agrees to pay the Academy on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.

### 3. Use of Premises

- The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Trustees in writing.
- No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Trustees in writing.
- Parking is permitted on site in designated parking areas (5 mph speed limit). Vehicles must not be parked where they would cause an obstruction. The Academy cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the Academy premises.
- The Hirer shall confine his/her activities to the accommodation and equipment hired, and shall not use any other part of the school except insofar, as is necessary for access purposes.

- All furniture should be returned to its original position at the end of the letting
- The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Trustees.
- No additional staging, curtains, decorations or scenery may be erected without the Academy's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape on any surface is prohibited.

### **Sports Facilities and 3g Pitch**

- Hiring of the 3g Pitch, gymnasium, or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.
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- Sports equipment must not be used without prior agreement with the Academy and Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.

### **Health and Safety**

- The Hirer must secure the preservation of law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order.
- At no point during the hiring may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- The Hirer is responsible for arranging first aid provision for the period of hire.
- Any electrical equipment brought on to the premises must have up to date PAT tested certificates.
- Furniture should not be moved into the corridors and should not block any Fire Exits.
- Any furniture which is rearranged must be returned to its original position at the end of the hire.
- Hirers must comply with the school's no-smoking policy.
- The Academy prohibits the use of fireworks.
- Candles are not permitted on site.
- Authorised Officers of the Academy may enter the premises at any time for any reason during the letting.
- The Academy may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
- The hirer is responsible for carrying out a risk assessment. The Academy may require the hirer to provide a copy of this assessment to the Site Manager.
- Should the hirer need to call the emergency services during a let the duty site manager must be informed.

### **Safeguarding**

All organisations involving children under the age of 18 years must have a child protection policy in place. A copy of this policy must be attached to the application form when it is submitted and

will form part of the hire agreement. The policy must be reviewed every three years and must confirm that DBS checks are carried out on all staff and volunteers.

### **Emergency Evacuation**

- If you detect a fire, do not put yourself at risk but activate the alarm by breaking the glass. A continuous bell will sound. The assembly point is on the field to the right of the Swimming Pool
- All personnel must evacuate the building.
- Do not go through the building to the assembly point (grassed area to the right of the swimming pool.
- Call emergency services
- Do not use the lifts.
- Do not re-enter the building until the all clear is given.
- The Site team is responsible for establishing the location of the fire/emergency and directing the Emergency Services and all staff on site. The Evening Site Supervisor must ensure a list of hirers and staff on site is readily available

### **Temporary Events Notice**

The Hirer is responsible for obtaining a Temporary Events Notice and complying with the conditions therein under the following circumstances:

- If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required,
- If the Hirer, with the Academy's permission wishes to sell alcohol

Forms of application for Temporary Events Licence may be obtained on-line from East Herts Council.

### **Copyright and Public Performances Licenses**

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 020 7580 5544)

### **Use of Kitchen for Preparation**

It is advisable for the Hirer to discuss their catering requirements directly with the Head of Kitchen before the letting.

### **Publicity**

- All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event and must be approved by the Academy in advance
- Notices can only be displayed within the Academy site with the Academy's prior agreement
- The Hirer is requested to inform the Academy in advance if the media is expected.

**Site team's mobile is 07732 123854 – whoever is on duty can be contacted on this number.**