

Hiring & Lettings Policy

Including Hire Agreements



The Downley School

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1. INTRODUCTION

The Governing Body is committed to making every reasonable effort to ensure the school building and grounds (premises) are available for community use.

Definition of a Hiring

A hiring may be defined as 'any use of the school 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.

Charges for a Hiring

The governing body is responsible for setting the charges for the hiring of the school premises.

2. APPLYING TO USE THE SCHOOL

- Application to use the school premises should be made to the School Business Manager, and the Application Form should be filled in at least 21 days before the event.
- The Headteacher will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.
- The School Business Manager is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility.
- If the Headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Resources Committee on behalf of the governing body.
- The governing body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing.
- No public announcement of any activity or function-taking place should be made by the organisation concerned until the booking has been confirmed in writing.

3. HIRE AGREEMENT

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement.

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The hire agreement needs signing and returning to the school before the hiring can take place. A named individual should sign it and the agreement should be in their name, giving their permanent private address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and on behalf of the Governing Body.

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

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

4. Termination of Hire Agreement

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

5. FULL DETAILS

These terms and conditions must be complied with.

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

6. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer/organisation 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.

7. INDEMINITY AND INSURANCE

Lettings are made on the agreement that the hirer against any loss, damage, costs and expenses indemnifies the County Council and Governing Body 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 County Council or the governing body.

The hirer should provide a copy of their insurance documentation.

Unless specifically agreed by the County Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of

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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 Headteacher, governing body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

8. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing 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.

9. LICENSES 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 Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice.

The Headteacher 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 your District Council:

Aylesbury Vale - Tel: 01296 585 560, or email: licensing@aylesburyvaledc.gov.uk

Wycombe – Tel: 01494 421222 or email: licensing@wycombe.gov.uk

Chiltern – Tel: on 01494 732140, no email specified.

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

To identify the relevant licences, please visit:

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<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

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 Local Authority against all sums of money, which the LA may have to pay due to an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

10. PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy should be adhered to at all times. 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:

1. 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;
2. the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
3. fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
4. the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
5. the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
6. performances involving danger to the public shall not be permitted;
7. highly flammable substances shall not be brought into, or used, in any part of the premises.
8. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, candles, etc.) shall be undertaken or erected without the consent of the governing body;
9. no unauthorised heating appliances shall be used on the premises;

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11. All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
12. Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

11. The Hirer's Responsibilities

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring.

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

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

11.1. Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

11.2. First Aid Facilities

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

11.3. Furniture and Fittings

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

If the hall is used for physical activity, floors should be cleaned and tidied after use. No substances should 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 i.e. football boots. If activities involve outdoor use, participants should ensure footwear is clean before re-entering the building.

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11.4. Food and Drink

No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the headteacher in line with current food hygiene regulations.

11.5. Kitchen/Food preparation*, Facilities and Equipment

A 'Slip Kitchen' - where only a hot tap and washing up facilities are available, can be used by a hirer without supervision.

11.6. 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 Headteacher/Governing Body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All intoxicating liquor should be removed from the premises at the end of the hiring.

11.7. Smoking

The whole of the school premises, which includes the grounds, is a non-smoking area.

11.8. Betting, Gaming and Lotteries

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

11.9. Nuisance/Disturbance

Hirers and organisers of events in 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 and leave the area clean and tidy as appropriate.

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

11.10. Rules

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

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11.12. Charges and Cancellations

The hirer acknowledges that the charges are as set out in the hiring agreement, including any review arrangements specified. The letting may be cancelled, if in each circumstance, at least 28 days' notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer. In the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the governing body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

11.13. Sub-Letting

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

11.14. Storage Ancillary to the Hiring

The permission of the Governing Body/Head teacher should be obtained before goods or equipment are left or stored on the premises.

11.15. Loss of Property

The Governing Body and the Local Authority 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.

11.16. Car Parking

Cars should not be parked to cause an obstruction at the entrance to, or exits from, the School. The Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. The hirer should use the designated parking areas. Users of the school should avoid undue noise on arrival and departure.

11.17. Toilet Facilities

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

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11.18. Right of Access

The Governing Body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The head teacher or members of the governing body may monitor activities from time to time.)

11.19. Vacation of Premises

The hirer shall ensure that the premises are promptly vacated at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them. – see Letting Form

12. Complaints

Any complaints arising from a hiring agreement should be raised with the Business Manager.

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APPENDIX 1

THE DOWNLEY SCHOOL LETTINGS APPLICATION FORM

Definition of a Letting: A letting may be defined as 'any use' of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a local branch of 'Weight Watchers').

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

Part 1: *(to be completed by all Hirer's)*

Name of Applicant:			
Name of Group/Club:			
Additional Contact Name: (in case of emergency)			
Full Postal Address of Applicant: (external hirer's only)			
Daytime Telephone No:	Evening Telephone No:	Mobile:	
Email address:			

Part 2: *(to be completed by all Hirer's)*

Purpose of Hire:				
Full Year	Term Time Only (Sept to July)		One of booking	Other (please specify)
Days of week	Start Date	End Date	Start time	End time

If you require multiple dates and/or times please state on a separate sheet.

Types of Accommodation: (please tick)			
Main Hall hour	£15 per		Music Room hour
Sports Hall hour	£15 per		Field hour
Number of tables			Number of chairs

Part 3: Please note a copy of the relevant licence will be required on booking.

Licence/Copyright (please tick) DO YOU HAVE:		
Music Copyright	Yes	No
Public Performance Licence	Yes	No

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Theatre Licence	Yes	No
Name of Nominated person who will act as the Licence holder:		
Do you intend to use/bring into the premises any additional electrical equipment that has recently been test by an approved registered contractor (copy of certificate is required before letting is confirmed)	Yes	No
Will the general public be admitted?	Yes	No
If so what is the approximate number of people attending?		
Details of admission charge:		
Are you intending to sell alcohol? If so you will be required to meet with the Licence holder before the event.	Yes	No
Working with children you will need a valid DBS clearance	DBS No:	DBS No:
Do you have PUBLIC LIABILITY INSURANCE: Any hirer that uses the school must be properly insured (copy will be required before letting is confirmed)	Yes	No

Part 4: *(to be completed by all Hirer's)*

- I confirm I have read and agree to the terms and conditions
- I agree to be responsible for the payment of fees charged in respect of this letting.
- I agree to pay the cost of making good any damage which has occurred to the school buildings and/or contents or other property of the Local Education Authority during or in consequence of the proposed letting.

Please make payments via BACS to: Lloyds Bank, Sort Code: 30-94-28 Account No: 03565657

Signature of Hirer: (must be over 18 years of age)

_____ **Date:** _____

Office use:

Signed: _____ **Date:** _____

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APPENDIX 2

HIRING CHARGES

The charges will vary depending on the time and day of hire and the nature of the hirer, as follows:

Area of School	Service Users and Community Groups contributing to Extended Schools Facilities	Other Users
<ul style="list-style-type: none">• School Hall• The Sports Hall• School Field	£10 per hour per area	£15 per hour per area
Energy charge	Inclusive in fee	Inclusive in fee
Caretaking Costs		
<ul style="list-style-type: none">• Before 6pm	No charge	No charge
<ul style="list-style-type: none">•		
<ul style="list-style-type: none">• After 6pm	£17 per hour	£17 per hour
<ul style="list-style-type: none">• Weekends	£25 per hour	£25 per hour

* Weekend hire is dependent on the availability of the Caretaker

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APPENDIX 3

CHILD PROTECTION ARRANGEMENTS: A CHECKLIST FOR SCHOOLS AND INDEPENDENT PROVIDERS LETTING THEIR PREMISES

A checklist should be completed for each activity

1	Name, address and contact number of organisation
2	Type of activity
3	Location of activity (if on school site, be specific)
4	Days and times of activity

	Safety requirement	In Place
5	Does the agreement or contract allowing with the organisation contain a clause that: - Requires the organisation to have appropriate child protection policies in place, procedures and codes of conduct that are compatible with those of the school and the Local Safeguarding Children Board? - Gives the school opportunity to terminate the contract with immediate effect if the organisation is failing to discharge its child protection responsibilities? ¹	Y/N Y/N
6	Does the organisation have a code of conduct for staff that is compatible with school's code of conduct or expectations (including the abuse of trust under the Sex Offences Act for children over 16 but under 19 years)?	Y/N
7	Are staff in the organisation aware of the procedures to be followed if they think a child is being abused and have they been supplied with the number for Social Care? ²	Y/N
8	Does the organisation have a copy of the DfES booklet "What to do if you're worried a child is being abused – Summary" and can the organisation confirm that it is shared with members of staff? ³	Y/N
9	Does the organisation have an approved procedure in the event of a child protection allegation being made against a member of their staff?	Y/N
10	Has the organisation provided written confirmation that they have in place robust practices which meet the safer recruitment guidance set out by the Safer Recruitment Consortium including: • Confirmation that they, or another employment	Y/N

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	<p>business acting on their behalf, has obtained a DBS certificate on all staff or volunteers working with children (including transporting children as part of the activity)</p> <ul style="list-style-type: none"> • Confirmation that the staff or volunteers have not had a break of 3 months or more from employment since their latest DBS disclosure was obtained • Confirmation that job interviews have been carried out for all staff and volunteers and that full application details exist • Confirmation that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children & young people • Confirmation that individual identity and qualification checks have been satisfactorily completed (use of photographic ID) 	
11	Are there appropriate arrangements for first aid or other emergencies?	Y/N
12	Are there arrangements for the staff member/organiser to liaise with the appropriate member of school staff if there should be a particular concern?	Y/N