



 **Luton Junior School**
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Policy on the Hiring of School Premises

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1.1 Introduction

The Governing Body 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.

1.1.1 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.

1.1.2 CHARGES FOR A HIRING

The Governing Body is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Governors' Finance Committee.

1.2 Applying to Use the School

Application to use the school premises should be made in writing to the Business Manager, to whom the Head has delegated responsibility for the management of lettings, in accordance with the school's policy. Applications should be submitted at least 21 days before the event.

If the Head has any concern about the appropriateness of a particular request for a letting, he will consult with the Chairman of the Finance Committee, who has the authority to determine the issue 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. The name of the school should not be associated with any booking without the written approval of the Business Manager.

1.3 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.

The hire agreement must be signed and returned to the school before the hiring can take place. It should be signed by a named individual 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 (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and the Business Manager 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.

1.3.1 TERMINATION OF HIRE AGREEMENT

The Head, 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 agreement attached.

1.4 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.

2.0 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 will be personally responsible for payment of all fees or other sums due in respect of the letting.

2.1 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.

2.2 Criminal Record Bureau (CRB) Checks

It may be necessary for the hirer to undergo a criminal records check via the Criminal Records Bureau (CRB). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Business Manager, to demonstrate that they have complied with the CRB Code of Practice and any relevant Safeguarding requirements. A copy of the CRB for the event organiser may be requested for lettings involving children under the age of 18.

When there is a requirement for CRB checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the CRB Code of Practice and report to the school any safeguarding concerns which may arise.

The Hirer may be required to provide evidence that CRB checks have been carried out for all relevant adults on request.

2.3 Indemnity and Insurance

Lettings are made on the agreement that the Governing Body 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 the Governing Body.

The hirer shall insure with a reputable insurance office approved by the governing body, 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 body, 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 Business Manager or governing body 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.

2.4 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.

2.5 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 Business Manager 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 Medway Council on: 01634 306000.

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:

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

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 body 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.

2.6 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:

- 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;
- the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- 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;
- the hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- the hirer is responsible for communicating the information in 2.6.e. above to anyone attending the event or activity;
- performances involving danger to the public shall not be permitted;
- 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 without the consent of the Business Manager;
- no latex materials, including balloons, may be brought onto the premises;
- no unauthorised heating appliances shall be used on the premises;
- 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 body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment;

- 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;

2.7 The Hirer's Responsibilities

The hirer must inform the school's Business Manager 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.

2.7.1 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.

2.7.2 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 permitted.

2.7.3 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. 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.

2.7.4 FOOD AND DRINK

No food and drink may be prepared* (*see note below*) or consumed on the property without the direct permission of the Business Manager in line with current food hygiene regulations. Where food is served the hirer may be asked to provide food preparation certificates for the relevant personnel.

No nuts or food containing nut products should be brought onto the school premises.

2.7.5 KITCHEN/FOOD PREPARATION* *Facilities & 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.

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

2.7.6 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 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.

2.7.7 SMOKING

Smoking is not permitted on any of the school premises. This includes all of the school grounds.

2.7.8 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.

2.7.9 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.

2.7.10 RULES

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

2.7.11 CHARGES AND CANCELLATIONS

The hirer acknowledges that the charges are as set out in the annexe to the hiring agreement including any review arrangements specified

The governing body 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 28 days notice is given. Cancellations made less than 28 days before the event date will be charged in full.

The Governing Body 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 body may offer alternative accommodation and a full refund.

The Governing Body 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 inclement weather, failure of electricity/gas supply, health and safety issues*

relating to factors beyond the control of the governing body). The decision of the governing body 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, fax 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.

2.7.12 SUB-LETTING

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

2.7.13 STORAGE ANCILLARY TO THE HIRING

The written permission of the Business Manager must be obtained before goods or equipment are left or stored on the premises. The school accepts no responsibility for items left on the premises.

2.7.14 LOSS OF PROPERTY

The governing body 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.

2.7.15 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.

2.7.16 TOILET FACILITIES

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

2.7.17 RIGHT OF ACCESS

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

2.7.18 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.

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🌐 www.schoolforhire.co.uk
👤 Mrs Davinder Jandu *Headteacher*