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# St Michael's C of E (VA) Junior School

## Lettings Policy

Date policy adopted: Spring 2024

Due for review: Spring 2026

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**1.0 Confirmation that the Lettings Policy in respect of St Michael's C of E (VA) Junior School has been discussed and formerly adopted by the Governing Body**

Signed by:

Chair of Governors: ..... Date: .....

Print name...Mrs Jane Cregan Bird

Headteacher: ..... Date: .....

Print name...Mrs Rowen Prigg

Agreed at the Governing Body Meeting on: 11/12/2023

**2.0 INTRODUCTION**

The Governing Body recognises the position of the school in the local community and that encouragement should be given to the use of the school premises by outside organisations.

The Governing Body wishes to take every possible care to ensure that all children / young people and others using the school premises out of school hours are safe and that they are treated with dignity and respect.

The letting of the school is the responsibility of the Governors and the administration of the letting is the responsibility of the School Office. The Governing Body will set a scale of charges which will be reviewed annually; this scale will be used as a guideline for the Headteacher in agreeing the charges to be applied in each case where the governing body have agreed that amendments can be applied.

Any member of school staff or governors having a connection with a letting must formally declare this. The declaration should be recorded in formal minutes at the appropriate meeting.

**3.0 POLICY DETAILS**

3.1 The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. The Governing Body will endeavour to maximise the use of the premises to support the local families, services, and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is

important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

### 3.2 Definition of a School Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Slimming World’)”. 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. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

### 3.3 Management of Lettings / Governance

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body’s policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting.

### 3.4 The Administrative Process

Those seeking to hire part of the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available.

An Application Form (a copy of which is attached to this model policy in Appendix 1) should be completed at this stage to provide basic details of the applicant.

The Governing Body will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

The letting should not take place until the Application to Hire School Premises form has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

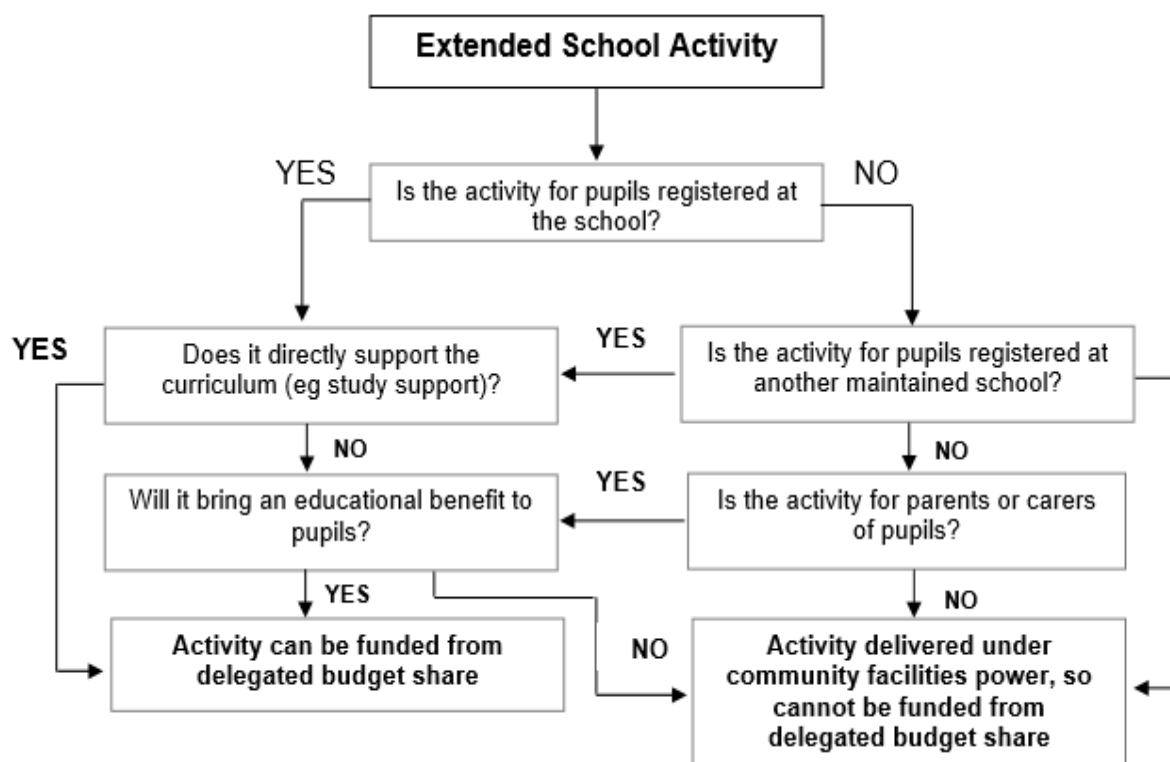
The Hirer must provide their full details with the Application Form in their name, including their permanent private address (for individual lettings), contact details, full business address and any registered Charity/ Company registration numbers.

No letting should be regarded as “booked” until the Application Form has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

### 3.5 Finance

The school's delegated budget will not be used to subsidise any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises. At the very least the actual cost to the school of any use of the premises by the Hirer must be paid.

The flowchart set out below, taken from Annex B of 'Planning and funding extended schools: a guide for schools, local authorities and their partner organisations' may be useful where activities support pupils, families and communities under 'extended services through schools:-



Having asked the above questions and considered the particular circumstances of any proposed letting, a school might decide, for example that a parenting class is eligible for funding from the delegated budget because it helps pupils' parents / carers to support pupils' learning. Schools might also decide that a breakfast club for children held during term time is eligible for funding from the delegated budget because it would help to ensure that pupils are in class on time and ready to learn. But schools might consider that a play scheme during holidays is not eligible for funding from the delegated budget if its purpose is mainly childcare, ie. that it is a community facility rather than of being any direct benefit to pupils.

### 3.6 Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating, lighting & catering)
- Cost of staffing (additional security, caretaking and cleaning) - including “oncosts”
- Cost of administration
- Cost of “wear and tear”
- Cost of use of school equipment (if applicable)

In order to achieve full cost recovery, the school should calculate costs using financial and energy costs based on actual room sizes.

Abatement of charges can only be made, subject to the Governing Body approval.

### 3.7 VAT

It is imperative that VAT is accounted for correctly. Failure to do so could result in the Local Authority incurring financial penalties. If penalties are incurred due to an error or omission on behalf of a school, such costs will be charged to the school's budget.

#### **Sports Facilities**

Premises are classified as sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation and include the following:

- swimming pools
- Astro-turf pitches
- dance studios
- football pitches
- school halls
- gymnasiums

Under HMRC's definition, each individual pitch or court is a separate sports facility. This becomes very important when deciding on the correct VAT treatment.

If you let facilities for playing any sport or taking part in any physical recreation, then your supply is normally standard rated and output VAT needs to be charged to the customer. There are exceptions to this rule, and these are explained below.

#### **Block Bookings**

Please note when hiring to non-commercial organisations, eligibility for the VAT sports exemption supersedes the ten-event rule, which was previously used under Local Authority school management when deciding on VAT ratings for sports hire.

If the facilities are let for over 24 hours to the same club and they have exclusive control of the facility for the duration of the let then the supply is exempt and no output VAT should be charged.

The letting of sports or physical recreation facilities is exempt from VAT if the facilities are let out for a series of sessions provided the following conditions are met:

- The series consists of 10 or more sessions; and
- Each session is for the same sport or activity; and

- Each session is in the same place; and
  - The interval between each session is at least a day and not more than 14 days. Lettings for every other Saturday afternoon fulfils this condition but there is no exception for longer intervals than 14 days which may arise through closure, for example, public holidays, school holidays; and
  - The series is to be paid for as a whole, and there is written evidence to that effect. This must include evidence that payment is to be made in full for the series whether or not the right to use the facility for any specific session is actually exercised. A formal agreement, exchange of letters, or an invoice issued in advance requiring payment for the sessions specified on the invoice would be sufficient evidence. Provision for a refund in the event of unforeseen non-availability of the facility would not break this condition but the provision for a refund in any other circumstances would
  - In addition, the fact that the series is subsequently paid for in instalments has no bearing on VAT liability of the supply. The important fact here is that the series of lettings must still be paid for even if the hirer cancels the sessions; and
  - The facilities are let out to a school, club, association or an organisation representing affiliated clubs or constituent associations (such as local league); and
  - The person to whom the facilities are let has exclusive use of them during the session.
- There is therefore a significant benefit for clubs to book a series of sessions as opposed to single sessions as the school can may not have to charge VAT for these longer bookings. Each ad-hoc hire request is considered individually in terms of VAT status.

#### Sporting Services Provided by Non-profit Making Bodies

Where a school provides sporting services to 'individuals' this income could be exempt from VAT, but only where any profit made from the activities is devoted to the purposes of the school.

'Individuals' includes family groups, informal groups (where one individual makes a booking on behalf of a group) and corporate persons or unincorporated associations provided that the supplies are closely linked and essential to sport which includes the provision of a playing area (e.g. court, pitch or green fees).

It is therefore likely that most sporting lets by a school are exempt from VAT. Please note this exemption specifically excludes Local Authorities and may be the subject of change in future.

#### Sports Facilities etc, let other than for Sports or Physical Recreation

The letting out of premises designed or adapted for playing sport or taking part in physical recreation for other purposes – for example a sports hall let for a wedding or a religious meeting – is exempt from VAT.

**The Essex County Council VAT Registration Number is: 104 2528 13.**

### 3.8 Public Liability and Accidental Damage Insurance

The school will obtain confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school. It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

All individuals, groups or organisations hiring School sites must have and supply evidence of Public Liability Insurance (and Employers' Liability Insurance, as appropriate) with a minimum limit of indemnity of £5 million for any one incident to cover claims arising out of negligence.

This applies irrespective of whether the Hirer is a non-commercial or commercial undertaking. Proof of cover must be provided before the letting is agreed and at any time thereafter upon request. A booking is not accepted past the expiry date of the insurance certificate. It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment is conducted for each hiring/activity by both the School and the Hirer together. Copies must be given to the Hirer and kept on file by the School.

### 3.9 Safeguarding -Status of the Hirer & Safeguarding of Children & Young People'

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. Persons may have to undergo, at the discretion of the Governing Body, a Criminal Record Check (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DfE guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified and provide evidence of an Enhanced DBS Check, including a Children's Barred List Check, that is less than three years old. Sports coaches must follow the LA's guidelines for working in schools. The school will ensure that any Hirer shall not sub-let the premises to another person.

Where the Hirer is an organisation that has its own safeguarding and child protection documentation, i.e. policy and procedures, the School should have sight of that documentation prior to the commencement of any letting. It is the responsibility of each School's Designated Safeguarding Lead (DSL) to check and confirm that the Hirer's safeguarding and child protection documentation aligns with the school's Safeguarding and Child Protection Policy. This confirmation is required prior to a letting proposal being submitted to the Governing body for approval.

## Safeguarding

You should:

- ☐ have an effective **safeguarding and child protection policy** in place
- ☐ have a **staff behaviour policy** (sometimes called a code of conduct)
- ☐ be aware of and have **training** on the specific safeguarding issues (including online) that can put children at risk of harm
- ☐ have clear **procedures on what to do if there are concerns** about a staff member, volunteer or another adult who may pose a risk of harm to children
- ☐ appoint a **designated safeguarding lead** (DSL),<sup>10</sup> who has undertaken safeguarding and child protection training (including online)
- ☐ provide parents or carers with a **named individual** (such as the DSL or another named member of staff) so they can raise safeguarding concerns
- ☐ if you're a lone provider, give parents or carers the **contact details of your local authority's children's services** or the NSPCC helpline number
- ☐ know the **local referral route** into children's social care
- ☐ **report any allegations of harm** to a child to both your local authority designated officer (LADO)<sup>11</sup> and the police as soon as reasonably practicable
- ☐ know if the **legal duty to refer** to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate



## Suitability of staff and volunteers

You should:

- ☐ make sure staff and volunteers have had **relevant pre-employment checks**, for example:
  - DBS check
  - verification of identity
  - references
  - right to work
- ☐ have **regular performance reviews** in place to check the suitability and training requirements of staff and volunteers after their appointment

## Governance

You should have:

- ☐ a clear **complaints procedure**
- ☐ an effective **whistleblowing policy**
- ☐ a clear **staff behaviour policy** (code of conduct)
- ☐ a clear **line of accountability** for safeguarding which runs throughout your organisation, including at the most senior level
- ☐ a clear **record of the safeguarding training** provided to staff and the schedule of refresher training

## Health and safety

You must

- ☐ consider the **suitability and safety of the setting** for employees, children and young persons, taking steps to **reduce any risks identified**
- ☐ have a **fire safety and evacuation plan**
- ☐ have **paediatric first aid training** where children aged 5 and under are attending the provision (unless you're exempt from registration with Ofsted)

You should also:

- ☐ have **first aid training** and a **first aid kit** to hand as well as awareness of what to do in an emergency where children aged over 5 are attending
- ☐ have more than one **emergency contact number** for each child
- ☐ make sure you **know of any medical concerns** or allergies



### 3.10 Risk Assessments

It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.

### 3.11 Security of Premises

Entrance to the school will be via the Main Hall. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

For security reasons the school keys will not be available to the Hirer. A school staff member will be available to open and lock up the school premises.

The school will provide the Hirer with the name and phone number of the school contact in case of an emergency.

### 3.12 Use of Facilities

- a) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., (unless special 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. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment, such as the provision of information and training, are the responsibility of the Hirer. 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 and satisfactory condition.
- b) The Hirer must be advised that they 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.
- c) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of premises in use. These will be clearly displayed in each of the designated areas. They must also carry out their own fire drills and organise their own fire procedure. Documentary evidence must be made available to the school on request.
- d) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- e) The Hirer must only use the area of the building that has been hired. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- f) Toilets are available for use by the Hirer, the location of which are advised to the Hirer at the commencement of the letting.
- g) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the school, and that the premises are left in a clean and tidy condition.
- h) Car parking facilities are subject to availability and may be used by the Hirer and any adults involved in the letting.
- i) The school reserves the right to levy an additional charge to cover:
  - any additional cleaning that may be required after an event
  - the cost of repair of damage to the school fabric or equipment
  - the cost of replacement of any items of school equipment if uneconomical to repair
- j) For security reasons, the Hirer will not have access to the school telephone / school office. Hirers are urged to consider acquiring a mobile telephone for use in an emergency

### 3.13 Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA prior to use and certified fit for use. The intention to use any electrical equipment must be notified on the application form.

### 3.14 First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the school's resources is not available.

### 3.15 Food, Smoking, Drink & Drugs

No food or drink may be prepared or consumed on the premises without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought on to or consumed/ used on the premises. The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted. This includes Electronic Cigarettes or E-cigarettes, Personal Vaporizers (PVs) and Electronic Nicotine Delivery Systems (ENDSs) battery-operated devices that mimic tobacco smoking.

### 3.16 School Equipment

This can only be used if requested on the application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment it is using, and for the equipment's safe and appropriate use. Use of light or fixed catering / cleaning equipment is limited, and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards. Untrained or inappropriate use of equipment may lead to damage to floors etc or render the equipment inoperable causing service delivery disruption the following day.

### 3.17 Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Additional charges will be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting agreement.

### 3.18 Behaviour

The school must take appropriate measures to ensure that the Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

### 3.19 Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.

### 3.20 Site Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

### 3.21 Quality of Service

From time to time, staff and Governors have the right to monitor the activities to ensure quality of service/ activity operating from the premises.

## 4.0 Application Form

All hirers will complete the appropriate lettings application form (see appendix) and be given a set of the written terms and conditions of hire. Long term hirers must complete a letting application form at least annually. Day to day approval of requests for hire will be the responsibility of the Headteacher who will sign the letting application form in the designated space, after:

- i) Agreeing the scales of charges to be applied. Abatement of charges can only be made, subject to Governing Body approval.
- ii) Checking to ensure the application form has been properly signed by the hirer.
- iii) Checking that any hirer whose letting engages with young people follows statutory and best practice safer recruitment and child protection policies and procedures.
- iv) Confirming whether the hirer is affiliated to any national association that has its own child protection policy and if not whether the hirer has their own child protection policy; in either case a copy of the policy must be provided to the school.
- v) Checking that a copy of the school's own child protection policy and guidelines has been passed to the hirer and that the hirer has signed to confirm receipt and acceptance.
- vi) Deciding if it is necessary to seek references for the hirer.
- vii) Obtaining a copy or signed confirmation of the hirer's public liability insurance and, where necessary, PPL licence.
- viii) Ensuring that the hirer is fully aware of their responsibilities as laid down in the Conditions of Hire
- ix) Checking the Hirer has suitable arrangements in place for safe use, has provided the school with a copy of their Risk Assessment and will have a telephone available for emergency calls.
- x) Obtaining approval from the school for the letting to proceed.

## **5.0 Bookings**

All requests for hire will be logged in the lettings diary by School Business Manager. Payment will be required in advance for all one-off lettings or for a new regular booking where the hirer is not known to the school. In other instances, it may be appropriate to require a deposit. All deposits will be banked immediately and should a refund of the deposit be subsequently required, then a cheque/BACS payment will be issued.

## **6.0 Payments**

Where payment is not made in advance the School Business Manager is responsible for raising and issuing invoices with sequential reference numbers.

## **7.0 Debt Management**

In the absence of specific terms agreed with the hirer, payment terms will be 30 days from date of hire.

If payment has not been received by the due date, the following will apply.

- 30 days after date of hire – first reminder letter to be issued. At this point all future hire dates will be suspended pending full payment
- 14 days after first reminder letter – second reminder letter to be issued advising the hirer that non-payment may result in referral to the school's legal services provider
- 14 days after second reminder letter – the School Business Manager will issue a report to the Governing Body for advice on how to proceed eg. legal process for debt recovery

If, having taken legal advice, it is determined that the debt is not recoverable it will need to be 'written off' in accordance with the procedure laid down in the school's financial regulations document.

## Appendix A

### St Michael's C of E (VA) Junior School

#### APPLICATION TO HIRE SCHOOL PREMISES

This form must be completed by the person responsible for the function and the payment of all charges in respect of the hiring (see Conditions 1 and 2).

Please return the completed form to the School Business Manager.

#### APPLICANT

Full Name (*block capitals*) .....

Society or Organisation.....

Purpose of hiring (see Conditions 25 to 29)

.....

#### REQUIREMENTS

##### INTERNAL:

- ☐ Main Hall
- ☐ Classroom

*Heating is available for internal accommodation subject to increased charges (see note 1)*

##### EXTERNAL

- ☐ School Field
- ☐ KS2 Playground

TIMINGS: DAY \_\_\_\_\_

DATE(S) \_\_\_\_\_

TIME: FROM \_\_\_\_\_ TO \_\_\_\_\_

FREQUENCY - ONE OFF / WEEKLY / MONTHLY

In all cases, use of internal / external accommodation also includes access to toilet facilities

If hiring involves sporting or gymnastic activities, please give the name and qualifications of the person in charge.

.....

Name of competent person (*condition2*) .....

## DETAILS OF FUNCTION

Event: .....

Is the function to be private / public (legal advice must be produced regarding the administration of any public event – see condition 26)

|                |                                     |          |
|----------------|-------------------------------------|----------|
| Will there be: | An admission charge                 | YES / NO |
|                | Singing / music                     | YES / NO |
|                | Dancing by performers or attendees  | YES / NO |
|                | A theatrical performance            | YES / NO |
|                | A cinematograph exhibition          | YES / NO |
|                | Sale* and or consumption of alcohol | YES / NO |

*\*where alcohol is on sale the relevant licence must be provided to the school as evidence of eligibility before the event takes place.*

Give details of any proposed action or performance involving scenery, decorations, real-flame, smoke or smoking, pyrotechnics or fireworks, pulsing light (stroboscopes), lasers, firearms or any potentially hazardous action on apparatus, animals, vehicles or aircraft.

.....  
.....

## PROCEEDS

State purpose to which proceeds will be applied.....

.....  
.....

Will a personal profit be made? YES / NO

## YOUTH ORGANISATIONS

In the case of approved voluntary youth organisations (Eg: Scouts / Guides / Sports teams / Sports clubs), please state:

Total number on roll..... No. under 16 years.....

**NB: The organisation's Child Protection Policy must be supplied.**

## DECLARATION

I, on behalf of ..... hereby apply for the use of the accommodation and facilities stated, and, if my application is approved, will ensure payment in advance of the charges due and comply with the conditions which I have read. I confirm that I have been given a copy of the school's own Child Protection Policies and Guidelines and will make myself and all other users within my jurisdiction aware of the procedures to be followed in the event of a fire or other emergency evacuation. I confirm that I have been given a copy of the terms and conditions of hire of school premises and playing fields.

I have attained the age of 18 years.

Signature of applicant.....

Address: .....

.....

Tel.no: Day/Evening..... Mobile.....

Date.....

NB Attention is drawn to Conditions 9 to 12. If the application is granted, INSURANCE AGAINST RESPONSIBILITIES IS OBLIGATORY. In addition, Condition 26 requires the hirer to ensure compliance with the 'Conditions of Licence' relating to the use of the premises for any function requiring a licence under one or more of the statutes mentioned.

*Any personal data entered on this form may be held securely on the school's computer files in accordance with the Data Protection Act.*

**A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least seven days prior to distribution by the Hirer.**

### **SCHOOL USE ONLY**

Authorised by: Name.....

Signature.....

Position: School Business Manager / Headteacher / Governor

Dated .....



## Appendix B

### CONDITIONS OF HIRE OF SCHOOL PREMISES AND PLAYING FIELDS

#### BOOKINGS AND CHARGES

1. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.
2. All charges may be required to be paid at the time of booking and no booking will be accepted later than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises.
3. The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage, in accordance with Condition 10.
4. The right is reserved to cancel any hiring without notice where the Governing Body of the school considers it necessary to do so: -
  - a) in consequence or any outbreak or prevalence of infectious disease;
  - b) for any other cause outside its control;
  - c) where the Governing Body of the school reasonably believes that an act is likely to be done in/on the premises which will contravene the Race Relations Act 1976 or prejudice the performance by the School of its obligation under the Act to secure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither the County Council nor any Body responsible for the management of the school shall be held liable or required to pay compensation for any loss sustained as a result of, or in any way out of, the cancellation of the hiring.

5. Hirers will be allowed to cancel or postpone a booking on condition that
  - (i) 14 or more days' notice is given, half fees will be payable,
  - (ii) if less than 14 days' notice, full fees will be payableIn either case, the fee may be waived if the hall or room is re-booked or in exceptional circumstances, the final decision rests with governing body.
6. The right is reserved to refuse to grant a hiring without giving a reason.
7. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by general or special approval of the governing body and subject to any necessary licence having been obtained by the Hirer.

8. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.  
Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to waive such fees.
9. Neither the County Council nor Governors shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the County Council or Governors, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the County Council, Governors and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
10. The Hirer shall make good any damage to the property of the County Council which can be attributed to his use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
11. In the event of any such damage, the County Council or Governors may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the County Council or Governors.
12. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Governors against all sums of money which the Governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
13. Members of the County Council and the Governing Body reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identity. Stewards should be advised accordingly by the Hirer.
14. No nails, tacks, screws etc. shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
15. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by 11.00pm unless written authority from the Governors (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc. comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection.

16. Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the Governors and the cost shall be paid by the Hirer.

17. The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.
18. School furniture shall not be moved except by arrangement with the caretaker.
19. Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where special approval has been given; except where the use of the ovens and any other food preparation equipment has been specifically granted according to the application for hire
20. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Governors which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governors and, where necessary, the consent of the electricity supply undertakers.
21. If existing stage lighting, spotlights, dimming equipment or use of the sound system are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.
22. Whenever organisations are permitted to use school swimming pools, the following persons shall be in attendance throughout the whole of the period during which the organisation makes use of the pool: -
  - (a) Where the maximum depth of water does not exceed 1 metre – two adults, one of whom shall be competent in the current principles and practice of resuscitation.
  - (b) Where the depth of water exceeds 1 metre – a qualified life-saver and one other adult who shall also be a swimmer.
23. The following special conditions shall also apply when the use of school grounds is permitted for activities of a hazardous nature:

No preparation shall be used for polishing the floors except on Friday or Saturday evenings. On these occasions an extra charge, according to the size of the floor, will be made and shall be paid by the Hirer to cover the cost of removing the polish or preparation.

The application of floor dressing shall be made by the caretaker only, to whom the Hirer shall supply the dressing.

The wearing of footwear which might cause damage to floors is not permitted.

  - (a) The land (including any building or structure therein) is made available in its existing state and condition and neither the County Council nor Governors can warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.

- (b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function, of all litter or other rubbish left on the land in the course of or produced by the event, which the Governors require to be removed.
  - (c) The Hirer shall insure against his/her liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 9 and 10 foregoing. The amount of the Insurer's liability must be not less than £5,000,000 in respect of any one accident or occurrence and evidence of the insurance must be produced to the Governors at least two weeks before the date of the event.
24. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Governing Body of its obligations under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

## 25. STATUTORY REQUIREMENTS

The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes: -

- a) the sale by retail of alcohol,
  - b) the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,
  - c) the provision of regulated entertainment, where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience. Eg.
    - i) the performance of a play,
    - ii) the exhibition of a film,
    - iii) an indoor sporting event,
    - iv) boxing or wrestling entertainment,
    - v) performance of live music,
    - vi) any playing of recorded music,
    - vii) performance of dance ,
    - viii) anything of a similar description to vi, vii, or viii above
  - d) the provision of entertainment facilities i.e.
    - i) making music,
    - ii) dancing,
    - iii) entertainment of a similar kind to i or ii above.
26. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it. (See *Paragraph B in 'Notes' below*).
27. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence. (See *paragraph C in 'Notes' below*).

28. The Hirer is required, where appropriate to his/her hiring, and where the premises hired are licensed as described above, to acquaint him/herself with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the County Council, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governors reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of school premises.

29. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.

30. The Hirer is required to comply with the terms of current legislation relating to the safeguarding of children as well as the Children and Young Persons Act 2008 (as amended) and in particular

(a) where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the hirer to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

(b) If any person on whom any obligation is imposed by current safeguarding legislation fails to fulfil that obligation, he/she shall be liable on summary conviction and also, if the building in which the entertainment is given is licensed under the Licensing Act 2003, the licence shall be liable to be revoked by the Licensing Authority.

(c) A police officer or relevant authority officer may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of the current safeguarding legislation are carried into effect, this also applies to an officer authorised for the purpose by an authority by whom licences are granted

(d) Hirers are responsible for ensuring that no person enters any part of the grounds/premises not permitted by the letting agreement.

31. The Hirer is required to comply with the following health & safety procedures:

(a) supply a suitable Risk Assessment

(b) have a telephone available at all times for emergency calls

(c) make suitable arrangements for first aid, or if arrangements are made for access to the school's first aid equipment ensure a qualified person is available

(d) ensure any persons using equipment are competent in that use

(e) ensuring all responsible persons are aware of the emergency procedures eg. fire procedures

## Notes

A. The Representation of the People Act 1983 does not allow schools to be used **at any time** as “a Committee Room for the purpose of promoting or procuring the election of a candidate”. The Act does not allow schools to be used **on the day of the poll** for the holding of public meetings in furtherance of any person’s candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for himself or (ii) if he is a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a Candidate on that list.

B. Under the Gambling Act 2005 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows:-

1. (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.  
(b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.  
(c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.
2. The game must not be by means of a machine to which Part 10 of the Gambling Act 2005 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 15(1) or Section 16(1) of the Lotteries and Amusements Act 1976.
3. (a) In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed £4.00.  
(b) Subject to paragraphs 6 and 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed four hundred pounds.
4. The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.
5. The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.
6. Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.
7. Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above:
  - (a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
  - (b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, paragraph 3(b) above

shall have effect in relation to that final entertainment as if for the words 'four hundred pounds' there were substituted the words 'seven hundred pounds'.

(c) Door supervisor licences are not necessary where:

A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.

A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).

Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public

Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard

Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day

A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security

(d) Licensing:

- Licences for "licensable activities" under the Licensing Act 2003 are obtained from the local borough or district Council
- Gaming Licences are obtained from the Gambling Commission at:
- 4<sup>th</sup> Floor Victoria Square House, Birmingham B2 4BP Tel: 0121 230 6666

<http://www.gamblingcommission.gov.uk/for-gambling-businesses/Apply-for-a-licence/Apply-for-a-licence.aspx>