

School Policy
Use of School Buildings for
Non School Activities

June 2018

Use of School Buildings for Non School Activities

Policy Objectives

It is recognised that our school premises are a valuable community resource and, whilst educational usage is the main priority, there are opportunities to use these for the wider benefit. This policy sets out how this should be managed in respect of uses which are outside of the core functions of the school.

The School Governing Body recognises that charges levied are to cover the costs associated with a letting; the school will not subsidise non-educational or private use of the facilities from school funds and there is a need to manage the risks associated with hiring facilities to external users.

Section 1 – Users

The governors have agreed the following priorities should apply:

1. Statutory users – if the premises are required under statute for use by a public body, that will take precedence (for example, as a venue for elections).
2. Educational users – educational usage is a valid utilisation of the premises. These uses include organisations within the school and external educational bodies.
3. Community users – local groups, organisations and charities outside of educational use, but providing benefit to the school and/or local community.
4. Private users – lettings to anyone or organisations outside of the groups of users identified under 1, 2 or 3 above.

Conditions of Hire are set out in Annex XX to this Policy. All hirers are to be provided with these prior to any bookings being confirmed. No variation to these Conditions is to be agreed without prior approval from the Governing Body. No hiring shall be permitted to anyone or any organisation where there is reason to believe that the school or its reputation could be brought into disrepute. The Governing Body reserves the right to require a reference from a local authority or other reputable hirer prior to a booking being accepted.

Section 2 – Hire Charges

Calculation of hire charge

The hire charges must cover costs incurred for regular or short term hire. The Governing Body is to agree the scale of hire charges proposed by the Head Teacher and it is recommended that hire charges levied are:

- calculated using historic and forecast projections of usage and overheads to cover all school costs including staff/caretaking attendance, cleaning, heating, lighting, security and an allowance for repairs and maintenance;
- approved by Governors;
- reviewable on an annual basis.

Section 3 – Procedures for Hire

The following steps must be taken:

1. The Head Teacher to consider the appropriateness of request for regular or short term hire and approve or reject.
 - If the request is approved, the School Business Manager is to send the hire letter (attached as Annex X), Standard Booking Form (attached as Annex X) and the Standard Conditions of Hire (Attached as Annex X) to the organisation requesting the hire.
 - On return of the completed Standard Booking Form, the School Business Manager must complete the School Checklist Form (attached as Annex 6) and provide the relevant Health and Safety awareness for each hirer.
 - In the event that any item on the School Checklist Form has not been completed the Head Teacher must ensure that it is done before the hire takes place.
 - The completed School Checklist Form **must** be retained by the school as evidence that all checks have taken place before a hire takes place.

Administration of income

On receipt of the completed Standard Booking Form it is recommended that a 50% deposit be placed. The full value of the booking is then payable 8 days before the event.

Invoices sent to organisations must show where VAT is due and provide a breakdown of calculation.

Licensing Act 2003

The Act unifies the control of licensing with the Council becoming responsible for the sale of alcohol. Licences are required for the following Licensable Activities:

- sale of alcohol and;
- provision of “Regulated Entertainment” (explained below).

(Other Licensable Activities are the sale of alcohol in respect of Members Clubs, and the provision of late night refreshment – food and soft drinks after 11pm. It is assumed for the purposes of this note that they are unlikely to apply to schools)

Further advice and assistance in relation to insurance

It is a requirement of any regular or short term hire that the hirer takes out appropriate public liability insurance relating to the activity being carried out. While it is the responsibility of the hirer to take out insurance to a level which is appropriate to the activity being carried out, it may be difficult for the hirer to obtain such insurance. It may be that in certain limited circumstances (eg use of a room for short meetings only) the school governors decide that the level of risk is low and the cost of obtaining insurance is disproportionately high so that the requirement for insurance can be waived. Before any such decision is made the school shall consult with the Council’s insurance section.

Important Note

If a decision is taken to waive the insurance requirement, this will not waive an individual’s personal responsibility for any legal liability for injury or damage. Without insurance they could find themselves at personal financial risk.

Section 4 – Assessment of Risk

Introduction

It is important that areas have been assessed, hazards made safe, areas secured and visitors briefed of relevant safety precautions before a hire/co-location can take place. This applies to all areas that are intended to be used by third parties. Statutory requirements must also be considered.

Visitors

Under the Health and Safety at Work Act 1974 employers are required to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company’s (or in this case, the school’s) activities.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

First Aid

Under the Health and Safety at Work Act 1974 employers are required to ensure that measures are taken to minimise the risks to the health and safety of anyone affected by the Company's (or in this case, the school's) activities.

The Management of Health and Safety at Work Regulations 1999 state that where there are risks involved, employers are required to undertake an assessment of these risks. The significant findings of the assessment should be written down, and the effectiveness of the control measures reviewed.

The Health and Safety (First-Aid) Regulations 1982 require employers to provide adequate and appropriate first-aid facilities and an adequate number of "suitable persons" to administer first aid.

Annex X

Hire Letter – to be sent with Standard Conditions of Hire & Standard Booking Form

School Logo / Letter headed Paper

Dear Sir/Madam

Thank you for your recent enquiry into hiring _____ at _____ School. Please find enclosed the following documents for information and completion.

Standard Conditions of Hire (for consideration)
Standard Booking Form (for completion and return)

In order for the application to be processed please complete and sign the Standard Booking Form and return to _____ thereby formally placing the booking and agreeing to the terms of the Standard Conditions of Hire.

Please note that, subsequent to booking confirmation, it will not be possible to offer a refund on the grounds of cancellation by hirers without written agreement from the school at least 8 days before the date of the booked event.

If you have any queries regarding this matter please contact myself on the number below.

Yours faithfully

School Business Manager

Standard Booking Form				<i>School Logo</i>			
Name of School							
Date of Booking		From				To	
Time of Booking		From				To	
Name of Hirer							
Signature							
(denotes confirmation of terms stipulated in the Standard Conditions of Hire)							
Address							
Contact Tel. Number							
Organisation							
Purpose of Hire							
Rooms Required – note if times used differ from above please state times each room is being booked for. Use continuation sheet if more than 3 are being used		1.		Time From:		Time To:	
		2.		Time From:		Time To:	
		3.		Time From:		Time To:	
Hire Fees	Total Cost	£	Deposit Paid	£	Balance Due	£	
Deposit Paid On		/ /		Balance Paid on		/ /	
Copy of Public Liability Insurance enclosed - circle as appropriate			Yes	No	Comment		
Equipment To Be Used (supplied by Normand Croft Community School) use continuation sheet if necessary		1.					
		2.					
		3.					
		4.					
		5.					

Standard Conditions of Hire

If the hirer is in any doubt as to the meaning of the following, the school should immediately be consulted. Note that this document contains nine (9) pages. If any pages are missing or incomplete you are advised not to complete the Standard Booking Form.

1. Supervision

- 1.1 During the period of this hiring agreement, the hirer will be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity.
- 1.2 The hirer is responsible for ensuring that appropriately qualified persons are in attendance at all times whenever necessary for the purpose of the activity of the hire.

2. Use of the premises

Note: For the purpose of this agreement the definition of “premises” includes both buildings, and where applicable, outdoor areas which are hired out under the conditions of this agreement, where such premises are owned or managed by the school.

- 2.1 The hirer shall not use the premises for any purpose other than that described in the booking form and shall not sub-hire or use or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption or sale of alcoholic liquor on the premises without written permission of the school.
- 2.2 Where the school deems it necessary the hirer may be required to meet with its representative at the premises to discuss matters such as emergency procedures, risk assessments, first aid requirements, car parking arrangements, use of equipment, monitoring and maintenance of appropriate numbers of people at the venue, etc and any other matters as necessary.
- 2.3 Where the hire includes the hirer or persons under the hirer's supervision using school equipment as part of the booking agreement those persons must use such equipment in the manner specified in the manufacturer's guidance documents / manuals, access to which will be provided by the school. The hirer must report any failure,

damage to or loss of any equipment belonging to the school to the relevant officer of the school.

- 2.4 All booking times must consider and include preparation time and clearing up / away time. Where the hirer exceeds the agreed booking time they will incur additional charges relevant to the fees for those room(s) to the amount of one additional hour's fee for the first hour or part thereof of time exceeded, continued and repeated into the second and subsequent hours or parts thereof until the hire is completed. Unless the hirer has asked for and been given approval in advance to an extension of hours by an authorised officer of the school, the hire will only be permitted at the venue between the start and end times shown on the booking form.
- 2.5 At the discretion of the school a minimum number of school staff may be specified relevant to the nature of the activities of the hire and the numbers of people attending and the venue itself. Where this requires the attendance of additional staff over and above the typical allocation for that facility on that particular day and time such costs will be added to the standard booking fees. Where such additional costs are to be levied the hirer will be notified of the amounts at the time of booking.
- 2.6 The hirer will at all times where relevant ensure that the hire does not interfere with other users or groups attending the school at the same time and that due consideration to others is given, having particular regard to the character of the area.

3. **Regulations**

- 3.1 The hirer shall comply with all the conditions and regulations made in respect of the premises by the fire authority, local authority, local magistrates' court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.
- 3.2 You must ensure that hire activities are conducted in accordance with English law. Without limiting this obligation, the hirer's attention is drawn to obligation to adhere to: -
 - 3.2.1 The Race Relations Act 1976
This Act makes it illegal to discriminate on racial grounds. The activity must ensure that every individual is treated fairly irrespective of their race, religion or nationality.
 - 3.2.2 The Race Relations Amendment Act 2000
This Act extends the Race Relations Act 1976 act to the police and other public authorities. The hirer must ensure that the Race

Relations Act 1976 act is followed by everyone organising the hire activity in taking any measures to supervise or safeguard the hire activity.

- 3.2.3 The Public Order Act 1986 (and in particular Part III)
Part III of this Act makes it illegal to commit any act or use any words so as to incite or stir up of racial hatred. Hirers must not permit at their activity the use of any words or behaviour, or the display or distribution of any written material which is likely to incite racial hatred.
- 3.2.4 The Human Rights Act 1998
The act gives effect to the rights and freedom guaranteed under the European Convention on human rights. Hirers must ensure that in carrying out their activity that they do not act in any way that is incompatible with those human rights.
- 3.2.5 The Crime And Disorder Act 1998
Any acts committed which are racially aggravated or which result in crime or disorder, are an offence under the act. Hirers must ensure that their activities do not engage in any activities that are likely to result in crime or disorder or anti-social behaviour.
- 3.2.6 The Occupiers Liability Acts 1957 And 1984
For the purpose of the Occupiers Liability Acts 1957 and 1984, the hirer undertakes to act as the occupier of the premises for the duration of the event. The two acts make the occupier liable for injury suffered by any persons or damage resulting to goods due to the state of the premises or things done or omitted to be done there. The hirer must ensure that in organising and running their activity they do not cause injury to any person or goods.
- 3.2.7 The Licensing Act 2003
If alcohol is to be sold or entertainment to take place during this hire prior agreement from the school must be sought as the school will require a Premises License. Clarification must also be sought to who will be required to hold the Personal License.
- 3.3 All conditions and regulations made in respect of the premises can be inspected on request. The hirer will, at all times, assist school staff in the execution of their duties where compliance with school protocols requires their involvement. Such things will include the completion of accident / incident report forms, notification of damages, participation in actual or simulated evacuations / fire drills, etc.
- 3.4 Health and hygiene - the hirer shall, if preparing or selling food, observe all relevant food health and hygiene legislation and regulations.

- 3.5 The hirer will not bring onto the premises any substances that are highly flammable, toxic, explosive, corrosive, poisonous, or similar materials (including substances stored under pressure), or any other substances which may affect the health and safety of persons using the facility, without permission from the school and then only where all licenses, regulations and appropriate safety measures have been undertaken. The hirer maintains responsibility for monitoring the actions of participants in the hire activity under their charge to ensure no such materials are brought onto the premises by them during the course of the hire.

Explicitly, the discharge of fireworks is strictly prohibited – failure to comply with this regulation will result in the instant termination of the hire agreement and the closure of all activities there.

- 3.6 The hirer understands and accepts and agrees to comply with the regulations under which school staff are instructed to deliver private hire services through its facilities.
- 3.7 Accidents and dangerous occurrences - the hirer must report all accidents involving injury to the public to the site manager designated by the school as soon as possible. Any failure of equipment either that belonging to the school or brought in by the hirer must be reported to the School Business Manager as soon as possible. The hirer is responsible for the behaviour of all persons using the premises as part of their activity and must pay the school for any damage they do. Recovering this cost from the persons who actually did the damage will be the hirer's responsibility.
- 3.8 Animals - the hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed in advance by the school. And no animals whatsoever are to enter the kitchen at any time.
- 3.9 Compliance with The Children Act 1989 - the hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children. Specifically those working with unsupervised access to children must satisfy the school that satisfactory disclosures have been obtained for such persons via the Disclosure and Barring Service ('DBS') .

The hirer is required to provide written confirmation that any and all persons employed or used by the organisation, paid or unpaid, who are required to do so in relation to the activities to be undertaken as part of the private hire, have a DBS disclosure at an appropriate level, which is less than 2 years old at the date of application for the private hire, which has been assessed and accepted by a person or persons

in authority from the hirer's organisation, who deems them suitable to work in a position of trust. At the discretion of the school, the hirer's application for private hire may be refused by failure to comply with this condition.

Written confirmation of the above should include the organisation's name and full address, the names of each person required to hold a disclosure, the level they hold, and the date they received it.

As an individual cannot apply for a DBS check personally the school can undertake the check and charge the applicant for this service. The certificate is then transferable to other venues for a period of two years.

Where the organisation's activities as part of the private hire do not require persons employed or used by the organisation, paid or unpaid, to hold a DBS disclosure the hirer is required to confirm this in writing also.

- 3.10 The hirer shall ensure that the minimum of noise is made on arrival and departure.
- 3.11 The hirer must, if requested, produce for inspection any health and safety documents, such as risk assessments, site plans and method statements.
- 3.12 The hirer must obtain permission for use of a loudspeaker or similar sound-amplifying device from the School Business Manager, in advance of the hire date.
- 3.13 If applicable, the hirer must give a list of the names of all stallholders and the types of stall they will run to the authorised officer of the school, in advance of the hire date.
- 3.14 If applicable, the hirer must give a list of any speakers, which also lists the topic each will address, to the School Business Manager, in advance of the hire date.
- 3.15 The hirer must not permit any stall or speaker for which approval has not been given to take part in the hire activity at the venue. If the hirer allows such stall or speaker the school may shut down the hire activity without paying the hirer any compensation.

4 Decorations and Advertising

- 4.1 No alterations to the structure, fittings, decorations or furnishings of the premises are to be made.

- 4.2 The hirer must obtain approval from the school for any advertising / promotional literature in relation to the hire prior to its distribution. The school retains the right to request alteration to such materials necessary to comply with any relevant conditions and regulations, failure to comply may result in termination of this agreement. The hirer shall not permit fly posting or any form of unauthorised advertisements for any event taking place at the premises and shall indemnify the school accordingly against all action claims and proceedings arising from any breach of this condition.
- 4.3 To this end no photographs, placards, bills, advertisements or notices are to be displayed inside or outside any part of the premises except with the previous written consent of the school and then only in such positions as may be separately approved.
- 4.4 In respect of 4.3 above no photographs, placards, bills, advertisements or notices are to be affixed to any wall or fence in or enclosing the event area, to or upon any tree or plant, to or upon any part of any building barrier or railing, or any seat or any other fixture, signpost, lamppost or ornament, in or near the premises and which belongs to the school.
- 4.5 The hirer must not permit fly posting or any form of unauthorised advertisements for their hire activity. The hirer must pay the school the full cost of all action, claims, legal proceedings or works the school has to have done arising from any breach of this condition.

5 Electrical Equipment

- 5.1 No lighting, heating, power or other electrical fittings or appliances in the premises are to be altered, moved or interfered with in any way.
- 5.2 No additional lighting, heating power or other electrical fittings or appliances are to be installed or used without the prior written consent of the school. All electrical equipment provided by the hirer for use in the premises must comply in all respects with:-

The Electricity At Work Regulations 1989.

British Standard BS 7671 of 1992. (IET wiring regulations 17th edition) and all revisions and amendments thereto.

All appropriate test certificates must be produced for inspection.

- 5.3 The school reserves the right to refuse permission to connect any item of equipment to the premises' fixed wiring system without reason being given.

6 Indemnity

- 6.1 The hirer shall indemnify the school for the cost of repair of any damage done to any part of the premises including the contents of the premises which may occur during the period of the hiring as a result of the hiring.
- 6.2 The hirer shall indemnify the school in respect of any claim or action arising out of any breach of copyright in respect of any performance of any literary, dramatic or musical work, which takes place or is given on the premises during the period of the hiring.

7 Entry to Premises

- 7.1 The hirer shall permit the school to enter the premises at any reasonable time without prior notice to ascertain whether the terms of this agreement have been complied with or for any other lawful purpose.

8 Termination

- 8.1 Should the hirer fail to observe or perform the provisions of this agreement the school reserves the right to terminate the agreement immediately and the hirer may be required to immediately vacate the premises. Such termination shall not release the hirer from the obligations to the school in respect of this hire agreement and the school shall be entitled to retain for its own use any deposit paid or sue for the balance of monies owing.

9 Injury To Persons And Loss Of Property

- 9.1 The school will not be liable for the death of or injury to any person attending the premises for the function the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the hirer in the exercise of the rights granted by the agreement except where such death, injury or loss is due to the negligence of the school.
- 9.2 The school will not, under any circumstances, accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind, brought into or left at the premises either by the hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the school.

10 Cancellation By Hirer

- 10.1 Cancellation by the hirer must be given to the school no less than eight days prior to the hire date. Where notice of cancellation is given less than eight days prior to the hire date, any refund or waiver of the hire fee paid or due shall be at the sole discretion of the school.

11 Requirements At End Of Hiring Period

- 11.1 The hirer must ensure that the premises are vacated at the agreed time on the booking form. If additional time is required the hirer should seek approval from the school at least 48 hours before the hire date.
- 11.2 The hirer shall be responsible for leaving the premises and the surrounding area in a clean and tidy condition, properly secured and any contents temporarily removed from their usual positions properly replaced, otherwise the school shall be entitled to make an additional charge. The hirer shall ensure that all property brought into the premises is removed immediately after each use.

12 Cancellation By School

- 12.1 The school reserves the right to cancel this hiring agreement at any time by giving notice in writing to the hirer at the address given on the booking form, whenever it is of the opinion that the continuance of the hiring would not be in the interests of the good management of the premises, or is detrimental to the core values and diversity policy of the council or the school, or in the event of the school, the government, the council or other public body requiring the use of the premises for any matter of special importance.
- 12.2 In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired the school shall not be liable to the hirer for any resulting loss or damage whatsoever.

13 Obligations Of The School

- 13.1 The school shall provide at its own expense for the pre-hire cleaning, heating and lighting of the premises but shall not be responsible for any failure or defects.

14 Payment Provisions

- 14.1 The hirer shall pay to the school a deposit of 50% of the hiring fee at the time of booking the premises. The balance of the fees and any

other sums due will be paid not less than 8 days before the commencement of the hiring period.

14.2 The deposit shall be returnable if:

- The premises are, in the opinion of the school, unfit for use by the hirer on the date of commencement.

or

- The hirer gives notice to the school not less than 8 days before the date of commencement of the hiring period that they wish to cancel the hiring and the school is able to effect an alternative hiring. Otherwise the school will be entitled to retain the deposit and charge the balance of the whole of the hire fee.

15 Insurance

15.1 The hirer must provide proof that they are insured at the time of acceptance of the booking and prior to commencement of the hire, the minimum requirement is:

Public liability cover - £2million

15.2 A copy of the current insurance certificate, or written confirmation of cover, from the hirer's insurer or broker, must be provided by the hirer. Copies of such documents will be held at the premises.

15.3 If proof of insurance cannot be provided, the hire shall be terminated immediately.

15.4 The hirer must obtain all licences required by law for the hire activity, such as for example public entertainment licence. The fact that the school has signed these terms and conditions does not mean that the school or the council also grants the hirer any licences which the hirer has, by law, to apply to the council for and the hirer must do this separately.

Annex 6

For School Use Only:		<i>Tick</i>
Checklist Place tick opposite item when completed	1. Hirer has received a copy of Standard Conditions of Hire	
	2. Hirer has received a copy of completed Booking Form	
Where an item has not been completed the School Business Manager must ensure it is done so before the booking goes ahead. Seek guidance from the Head Teacher or governing body if any queries arise	3. Hirer has received a copy of the Emergency Procedures Sheet specific to each school/site	
	4. Hirer has received a copy of relevant users manuals / guides for any school equipment to be used as part of hire	
	5. Hirer has been informed of maximum attendance numbers for each room to be used (where relevant)	
	6. School has received a copy of Public Liability Insurance Certificate / cover letter from broker	
	7. School has received a copy of electrical test certificates where relevant (enter "N/A" if not relevant)	
	8. Advertising materials seen and verified	
	9. Arrangements for the inspection of equipment and rooms have been made.	
	10. All requirements relating to the Licensing Act 2003 have been adhered to.	
	11. Hirer / School Pre Hire meeting required (Yes / NO). If no why?	
	12. If Pre-Hire meeting with Hirer is advised, enter date here Ensure a note is made of any Pre-Hire meeting, the items discussed and the names of those present.	
	13. Hirer Cancellation Date <i>i.e. the date 8 days prior to the hire after which cancellation may result in the hirer still being required to pay the hire fee in full or in part (see Standard Conditions of Hire item 10.1)</i>	
School rep completing this Form		
Designation		
Date Completed		
Notes: include name, address & telephone number of person attending on the date / time of hire designated as the person responsible on the day of the event should the Hirer not be present on the day.		

