Hiring and Letting Policy

The Good Shepherd Catholic Primary School

Following Jesus, The Good Shepherd, in all we say and do

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General

The Governing Body's main responsibility is for the education of the students at **The Good Shepherd Catholic Primary School**, but the Governing Body wishes to encourage use of the school's premises and facilities by individuals and groups in the community. 'Extended school' activities may be organised by employees of **The Good Shepherd Catholic Primary School** or persons from outside the school. The Head Teacher on behalf of the Governing Body will determine whether the activity is a school activity or an outside hiring.

Normally the usage by outside groups and individuals will be outside school hours, but in cases where the proposed use of **The Good Shepherd Catholic Primary School** will not in the opinion of the Head Teacher interfere with the school's curriculum and activities, permission may be granted for groups and individuals to use the school premises and agreed facilities.

Any use of **The Good Shepherd Catholic Primary School**'s premises and/or facilities will constitute a hiring of the premises and facilities, whether for a financial consideration, or not. The contract will be subject to the conditions and any licensing requirements.

Responsibilities

Governing Body

The Governing Body is responsible for **The Good Shepherd Catholic Primary School**'s Hiring and Letting (Extended Use) Policy.

The Head Teacher has delegated powers and is responsible for ensuring that the policy is implemented and advising the Governing Body on any amendments. The Head Teacher will determine whether the proposed use of the premises or facilities is a school responsibility and therefore subject to usual school policies and oversight, or a hiring of the premises and facilities by an outside body and therefore subject to the school's Hiring and Letting (Extended Use) Policy. The Head Teacher will determine the way the letting will be administered and supervised in line with this policy.

Responsible Person

The Responsible Person (RP) for hiring and letting **(INSERT TITLE/NAME OF RESPONSIBLE PERSON FOR HIRING AND LETTING)** is responsible for co-ordinating use of the premises and facilities in accordance with the contract and any guidance from the Governing Body and **The Good Shepherd Catholic Primary School**'s own policies. The RP will ensure that the hirer has a copy of the school's Fire Safety Policy and Safeguarding and Missing Students Policy and knows his/her responsibility for ensuring the safety of everyone attending the event and for security of the premises during the hiring. The RP will also ensure as far as is reasonably practicable the safety of any school employee who is overseeing the hiring on behalf of the school, who might be alone and at risk.

Site Manager

The Site Manager is responsible for ensuring that the fire alarms and emergency lighting are working, the fire notices are in place and that the hirer is aware of any security facilities and for checking that the premises are left in a safe and reasonable order by others before locking up.

The services of the Site Manager for opening and closing the premises and being on site during the letting are part of the cost of the hiring. If the hirer requires any services above and beyond these services, the hirer must make a separate agreement. The RP will advise the hirer.

Hirer

The hirer is responsible for complying with the contract and conditions of use, for obtaining any necessary licences, for the safe conduct of the activities for which the school premises and facilities have been hired, for the

competence of staff employed by (or otherwise working for) the hirer, bearing in mind any safeguarding/child protection issues, including DBS checking and for paying the agreed consideration at the times set out in the agreement.

Procedures

The Head Teacher will determine how letting bookings are to be administered and supervised.

As part of the contract all hirers must lodge with **The Good Shepherd Catholic Primary School**'s Responsible Person by the due date set by the school:

- Full payment;
- Appropriate risk assessments and control plans;
- Evidence of appropriate insurance cover;
- Evidence of suitable certification and/or expertise as may be required by the school (particularly in the case of any activities that carry risks above the normal) to include DBS checks; and
- A signed copy of the contract.

Failure to provide any of the above to the correct member of academy staff by the correct time will result in the hiring booking being cancelled. No claims shall be entered into and the hirer, being in error, shall be liable for all costs incurred by them and all/any costs incurred by **The Good Shepherd Catholic Primary School**, which must be paid in full before any further hiring of any kind (i.e. not just of the kind through which the default occurred) shall be allowed to the defaulting hirer by **The Good Shepherd Catholic Primary School**.

Where use is sought of specialist equipment or fittings, a suitable qualified person must be available to supervise such use. The name and qualifications of said person will be notified in writing to the **Good Shepherd Catholic Primary School**'s Responsible Person in advance. No equipment or fittings will be removed or adjusted without previous approval from the Head Teacher (or the Head Teacher's nominated representative).

When the premises are used for purposes not under the direction of the Head Teacher, the RP will ensure that the hirer will be responsible for implementing all safe practices as required by the contract.

The RP will make arrangements to ensure that hirers, contractors and others who are working on or hiring the school premises conduct themselves in such

a manner that all statutory and advisory safety requirements are met at all times.

When **The Good Shepherd Catholic Primary School**'s premises or facilities are being used out of school hours for a school sponsored activity, the organiser of the activity, even if an employee, will be treated as a hirer and will comply with the requirements of the contract.

All hirers, contractors and others using **The Good Shepherd Catholic Primary School**'s premises or facilities must familiarise themselves with the relevant parts of this policy, comply with all safety directives of the Head Teacher and/or Governing Body and ensure that they will not without the prior knowledge of the Head Teacher:

- Introduce equipment for use on the school premises;
- Alter fixed installations;
- Remove fire and safety notices or equipment; and
- Take any action that may create hazards for persons using the premises at that time, or staff or pupils of the school at a later time.

The Good Shepherd Catholic Primary School is responsible for the fitness for purpose of any school facilities and equipment and materials provided to, or otherwise used by, the hirer. The hirer is responsible for maintaining the articles' fitness for purpose and returning equipment in a manner which is fit for purpose. The hirer is also responsible for using equipment in the manner for which the equipment was designed and will be responsible for any claims arising out of any damage incurred.

Conditions of Hiring

The hirer must agree with the conditions of hiring set out in Appendix 1 of this policy.

Monitoring and Review
The Head Teacher will monitor the implementation of the policy and will report to the Governing Body.

The Governing Body will review this policy annually and assess its implementation and effectiveness. The policy will be promoted and implemented throughout **The Good Shepherd Catholic Primary School**.

Date of next review: _____

Signed: _____ **Date:** _____

Printed: _____
Chair of Governors

Signed: _____ **Date:** _____

Printed: _____
Head Teacher

Appendix 1: Conditions of Hiring

Premises

- The use of **The Good Shepherd Catholic Primary School**'s premises is restricted to the use and accommodation specified in the hire permit;
- The hirer agrees to make any necessary risk assessments as agreed with the RP;
- The hirer agrees to pay for any breakages, losses or damage to property arising out of the letting; and
- The school governors also reserve the right to cancel any letting in which case a proportion of the charges will become refundable.

Child Protection

- The organisations and individuals providing out of school activities for children (whether or not from the school) must satisfy the school that they have suitable child protection/safeguarding arrangements and are suitably informed and vetted;
- The hirer and any hirer staff must know what to do if they suspect, or are informed, that a child is being abused; and
- The hirer must have had sight of the school's Safeguarding Policy and agree to be bound by its conditions.

The Good Shepherd Catholic Primary School's Safeguarding and Missing Students Policy must be adhered to by all parties at all times when hiring and letting out the school's premises.

Fire Safety and Emergency Procedure

- The hirer will ensure that he/she familiarises themselves with the school's fire safety/emergency arrangements and conforms with the policy;
- The hirers must report to reception on arrival and sign in. Hirers are responsible for signing in and for monitoring persons on site, so that in the event of a fire alarm, all persons can be accounted for. If some other arrangement is agreed with the school the agreement must be recorded in writing;
- **The Good Shepherd Catholic Primary School** must ensure that hirers are acquainted with the emergency and evacuation procedures (which should be on display), including the location of the fire alarms, extinguishers and emergency exits and muster points. This can be done during a premises familiarisation session in advance of the actual hiring.

Once completed the hirer takes responsibility for briefing other users associated with the hiring;

- It is the responsibility of the hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure, including calling the fire service if a fire is suspected or has been seen, identifying a muster point and carrying out a check of users;
- Fire appliances must not be removed or tampered with other than for fire-fighting purposes;
- The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. Where a modern, electronic fire detection and warning system is not available in the school the hirer must provide the means for alerting the hirers of the need to evacuate. This is particularly important where the school's normal fire alarm system may not be suitable for those with special needs. For example, a fire alarm that provides an audible warning only may not be suitable for a deaf person and the hirer must make suitable compensating arrangements for all similar circumstances. The hirer is responsible for drawing up specific evacuation plans for any disabled people;
- All scenery, costumes and drapes used for stage performances or the like should be of a fire-resistant material;
- The hirer is responsible for providing and ensuring that a mobile telephone is available (charged and within service) for emergency purposes, but should the school wish to make a landline available to the hirer during lettings, the agreement should be included in the hiring contract, with exact location and directions for the use of the phone (e.g. dial 9 first for an outside line). The hirer must contact a representative of the school as soon as practicable in the event of an emergency that puts the premises or school property at risk. The school must provide a contact number for such emergencies; and
- If children are present, adults must directly supervise them at all times.

Staff Qualifications

Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.

Portable Electrical Appliances
All mains-powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than 1 year old for earthed equipment, or less than 4 years old for double-insulated equipment). Lower voltage equipment must also be safe and in good condition.

Vehicles on the Site
The hirer is responsible for controlling traffic on the **The Good Shepherd Catholic Primary School** site in accordance with the school's control of vehicles on site procedures.

Security
The hirer must ensure the security of the premises during the hiring and for liaising with the Responsible Person over security issues before the letting takes place.

Facilities
- The hirer agrees to pay the agreed fee for the use of agreed school facilities (and equipment);
- The hirer is responsible for ensuring that premises are left in a clean and tidy condition, including replacing any furniture that may have been moved. Any additional expense incurred by the school in the moving and replacement of furniture and equipment, or extra cleaning that may be necessary in returning the premises to a satisfactory condition, shall be recharged to the hirer;
- When hiring the field or other outdoor services, the hirer should consider the need for changing facilities, toilets etc. and negotiate with the school about availability. Where practical, these will be made available; and
- The hirer agrees to pay for any breakages, losses or damage to the facilities or equipment arising out of the letting.

Insurance
- **The Good Shepherd Catholic Primary School** will not be responsible for any injury to persons or damage to property arising out of the hiring of

the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the school;

- It is the responsibility of the **hirer** to effect suitable public liability and other relevant insurance cover. The school will be able to advise the hirer on insurance requirements; and
- As a general indication the hirer shall effect third party (public liability) insurance within a minimum indemnity limit of **(XXX)** million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises.

Sub-letting

Sub-letting or sharing of the premises is prohibited.

Public Safety

- The hirer is responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and fire exits; and
- The hirer is responsible for providing adequate supervision to maintain order and good conduct.

Delivery and Removal of Equipment

- On the days when the school is in session, articles such as pianos, tables, flowers etc. may not be delivered to the school before the time laid down by the Head Teacher;
- The hirer must remove all chairs or other furniture, equipment or decorations and any other materials introduced into the premises, within a reasonable time after the period of hire as agreed with the Head Teacher (through the RP). In the event of the non-compliance with this clause the school will be entitled to remove and dispose of such items and the hirer will pay the cost of removal; and
- No use of cleaning and polishing materials is allowed unless agreed with the Head Teacher (through the RP).

Licences

- The hirer is responsible for obtaining the requisite licences for:
  - Performing plays;

  - Public dancing, music or other public entertainment of a like kind; and
  - Games of bingo or any other game of chance.
- It is the hirer's responsibility to ascertain whether or not a licence is required for these uses or for any other use to which premises are to be put and if so, to obtain and ensure full compliance with the necessary licence;
- Alcohol and any other intoxicating liquor may not be sold to the public or supplied on **The Good Shepherd Catholic Primary School**'s premises without the express consent of the Governing Body, which the governors will not be obliged to give, or to give reasons for refusal. Details of the licence for the sale to the public of intoxicating liquor must be obtained before the event and shown to the RP before the hiring commences;
- The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used unless a licence is obtained by the hirer and shown to the RP;
- The hirer must also obtain any necessary licences for the public use of commercial sound recordings; and

- Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of "*all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made*". A form can be provided which should be completed and forwarded direct to the Performing Rights Society Ltd as required.

First Aid

Hirers are responsible for their own first aid cover at events.

Smoking

Smoking is not permitted on **The Good Shepherd Catholic Primary School**'s premises or in the school grounds.

Fees and Charges

- The Governing Body will from time-to-time determine a schedule of fees for lettings and charges for use of equipment and materials;

- Additional requirements by the hirer, incurring costs. Any such costs can be claimed back in full from the hirer in addition to the normal hire costs. E.g. extra grass cuts, lighting, portable toilets, cleaning provisions etc.
- The fee for accommodation includes the use of furniture and equipment only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances; and
- Cleaning costs will form part of the hiring charge. Any additional cleaning cost must be met by the hirer.

No Tenancy

Nothing in this agreement shall create a tenancy.

Declaration by the Hirer:

1. I am over 18 years of age;
2. I have read the conditions of hire and agree to abide by them;
3. I confirm that insurance arrangements are in place;
4. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for/will be applied for before the date of first applicable use; and
5. I agree to indemnify the school for any loss arising out of a breach of this agreement.

For and on behalf of the School:

Signed:_____

Print: _____

Date: _____

For and on behalf of:

_____
(The Hirer)

Signed: _____

Dated: _____

Appendix 2: Booking Form

Name of Hirer:	
Organisation:	
Position in organisation:	
Address:	
Telephone:	
Email:	
Accommodation to be hired:	
Facilities to be hired:	
Equipment and materials:	
Other requirements:	Copy of Safeguarding and Missing Students Policy given to the Hirer
Date(s) and timings:	From: To:
Signed:	
Date:	

SCHOOL MUST COMPLETE THE FORM FOUND ON THE NEXT PAGE AS PART OF THE BOOKING FORM.

To be Filled in by the School

The following have been received:	• Appropriate risk assessments and control plans; • Evidence of suitable certification and/or expertise as may be required by the school (particularly in the case of any activities that carry risks above the normal); • A signed copy of the contract; and • A copy of all relevant insurance.
Remarks:	
Cost of hiring:	
Date of payments:	
Name of school member of staff responsible for the hiring:	

Appendix 3: Legislation for Licensing Premises

Licensing Act 2003

Licensable activities include:

- The sale or supply of alcohol;
- The supply of alcohol in club premises;
- The provision of regulated entertainment; and
- The provision of late night refreshment (the sale of hot food or drink between the hours of 11pm and 5am any day of the week).

If you undertake/provide any licensable activity you may need one or more of the following authorisations under the *Licensing Act 2003:*

- A **premises licence:** This is required for any premises where licensable activities take place;
- A **club premises certificate:** These certificates authorise qualifying clubs to use club premises for qualifying club activities;
- A **temporary event notice (TEN):** This may be used on a limited basis for temporary events involving licensable activities at premises that do not have a premises licence or to premises that wish to amend their permitted hours for licensable activities on a 'one off' basis; and
- A **personal licence:** This is required where an individual wants to supply, or allow the supply of alcohol at premises that already holds a premises licence.

Police Reform and Social Responsibility Act 2011 (PRSRA)

This act introduced a number of changes to the requirements of the *Licensing Act 2003:*

- A statement of the school's licensing policy must be published every 5 years;
- Individuals called **'premises users'** may carry out licensable activities on a temporary basis for a maximum of 168 hours in every 21 days;
- It is now allowed to supply and sell liqueur confectionery to a child of any age;
- **'Interested parties'** (i.e. residents, businesses, organisations who live or operate in the vicinity of licensed premises) may object to new licence applications or applications for variations. In effect it enables just about anyone to make objections; and
- A **licence authority** will no longer have to show that a condition placed on a licence is 'necessary' to promote the licensing objectives, only

that it is 'appropriate'. An application can be refused or conditions imposed if it is 'appropriate' to do so.

Temporary Event Notices (TENs)

Environmental Health Practitioners (EHPs) from local councils are now able to lodge objections to licence applications as well as the police. TENs can now run for 7 days instead of 72 hours and the total number of days for specific premises has been increased from 15 to 21.

Early Morning Restriction Orders (EMROs)

An EMRO may be granted if appropriate for the promotion of the licensing objectives.

Fees

Each licensing authority will have the power to set fees subject to a cap. The fee income must equal the licensing authority's costs of operation.

Live Music Act 2012

The *Live Music Act 2012* removes the requirement for a licence for unamplified music between 08.00 and 23.00 to audiences of any size.

It removes the requirement for a licence for amplified music between 08.00 and 23.00 to audiences of no more than 200.

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