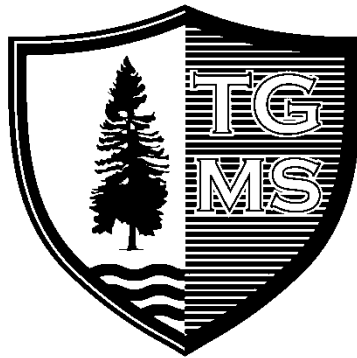




BUCKINGHAMSHIRE COUNCIL

Hiring of School Premises Policy Tylers Green Middle School



This policy was adopted on: Spring 2024

The policy is to be reviewed by: Spring 2025

1.0 TYLERS GREEN MIDDLE SCHOOL POLICY ON THE HIRING OF SCHOOL PREMISES

1.1 INTRODUCTION

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

1.1.1 Definition of a Hiring

A hiring may be defined as ‘any use of the school premises by either a community group or a commercial organisation’, regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

1.1.2 Charges for a Hiring

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

1.2 APPLYING TO USE THE SCHOOL

Application to use the school premises should be made to the school business manager and the Application Form should be filled in at least 21 days before the event.

The headteacher will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The headteacher is responsible for the management of lettings, in accordance with the school’s policy, but the headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility.

If the headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Chair of Resources, who has the authority to determine the issue on behalf of the governing body. The governing body has the right to refuse an

application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

1.3 HIRE AGREEMENT

Once a hiring has been approved, an email will be sent to the hirer, confirming the details of the letting, along with the hire agreement.

The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address. The hire agreement will be signed in duplicate by the hirer and on behalf of the Governing Body. It is acceptable to email the agreement to the Business Manager as this will suffice as approval of the hiring terms in the hiring agreement.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting. All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

1.3.1 Termination of Hire Agreement

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

1.4 COMPLAINTS

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints procedure is followed.

2.0 TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

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

2.1 STATUS OF THE HIRER

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

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

2.2 DISCLOSURE AND BARRING (DBS) CHECKS

It may be necessary for the hirer to undergo a criminal records check via the Criminal Records Bureau (CRB). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the CRB Code of Practice and any relevant Buckinghamshire Safeguarding Children Board requirements to establish the requirement for DBS checks.

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

The Hirer will be required to provide evidence that DBS checks have been carried out on request. DBS checks of all staff will be listed on the second page of the hiring agreement and signed off by the hirer. This confirms that all relevant and necessary checks have been completed by the hirer. It is not the school’s responsibility to DBS check staff from external

organisations hiring the school premises and school will take no responsibility for any adverse outcomes due to any DBS check errors or omissions.

2.3 INDEMNITY AND INSURANCE

Lettings are made on the agreement that Buckinghamshire Council and Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of Buckinghamshire Council or the governing body.

The hirer shall insure with a reputable insurance office approved by Buckinghamshire Council, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by Buckinghamshire Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher or governing body within seven days of a request.

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

2.4 STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

2.5 LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice

The Headteacher must be given at least four weeks notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact Buckinghamshire Council.

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

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

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

2.6 PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e) the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) performances involving danger to the public shall not be permitted;
- g) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the governing body;
- h) no unauthorised heating appliances shall be used on the premises;

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

2.7 THE HIRER'S RESPONSIBILITIES

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

It is the Hirer's responsibility to ensure that the premises or any equipment encountered during the hiring are not damaged and that no significant additional cleaning of the premises is required as a result of the hiring. In the event of any damage to premises or equipment or any additional cleaning being required, it is the hirer's responsibility to pay the cost of any works required.

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

2.7.1 Own Risk

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

2.7.2 First Aid Facilities and Medical Conditions

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available. It is also the responsibility of the hirer to request information from parents/carers of any medical conditions affecting the children attending their clubs and ensure that all necessary training has taken place and that all medication is readily available during the time of the club. The duty of care of the child rests solely with the club provider during before and after school clubs.

2.7.3 Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

2.7.4 Food and Drink

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

2.7.5 Kitchen/Food preparation, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

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

Variations to this condition can be considered by the Headteacher or Governing Body as outlined under sections 2.8 and 2.9.

2.7.6 Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

2.7.7 Smoking and Vaping

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking or vaping is not permitted.

2.7.8 Betting, Gaming and Lotteries

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

2.7.9 Nuisance/Disturbance

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

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

2.7.10 Rules

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

2.7.11 Charges and Cancellations

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

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

2.7.12 Sub-Letting

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

2.7.13 Storage Ancillary to the Hiring

The permission of the governing body/headteacher must be obtained before goods or equipment are left or stored on the premises, except that the headteacher is authorised to

grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

2.7.14 Loss of Property

The governing body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

2.7.15 Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

2.7.16 Toilet Facilities

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

2.7.17 Right of Access

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

2.17.18 Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

2.7.19 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office, or the hirer own complaints policy, depending on the nature of the complaint. It will be at the Headteacher's discretion which complaints' procedure is followed.

2.8 HOLIDAY CLUBS

Should a hirer wish to use the school premises for a longer period of hire during school holidays, all the same conditions under section 2.7 shall apply. However, the Headteacher may use their discretion to grant a set of keys including an alarm fob to a regular hirer who wishes to hire the school during school holidays. The hirer will have limited access to school premises and normally there will be no access to class rooms which should be locked during these hirings. Access to a set of keys including an alarm fob will be considered on a case-by-case basis depending on the hirer. The headteacher reserves the right to either grant or decline such a request, in consultation with the relevant representatives from the Governing Board.

2.9 WRAP AROUND CARE

The school is able to offer an extended and ongoing letting for wrap around care before and after school; all the conditions under section 2.7 shall apply. This letting will only be considered following a robust tendering process in consultation with the Governing Board and other relevant parties. The school will also endeavour to consult parents as part of the process.

The school will ensure that all relevant policies and Ofsted registration is in place before wrap around care will be offered by an external organisation. A bespoke hiring charge will be agreed with the wrap around care provider, which will be decided by the Headteacher in consultation with the Governing Board. Any other specific hiring conditions for long term wrap around care premises hire will be granted at the discretion of the Headteacher whose decision is final and non negotiable. Any wrap around care agreement at TGMS will be reviewed on a regular basis.



TYLERS GREEN MIDDLE SCHOOL



HIRING AGREEMENT

The Governing Body of:	Tylers Green Middle School		
The hirer:			
The hirer's address:			
The hirer's phone number:			
Areas of the school to be hired:			
Specific nature of use:			
Maximum attendance:			
School equipment to be used:			
Hiring times:	<i>Day of the week:</i>	<i>Date(s):</i>	<i>Time(s):</i>
Fee (per hour or session):			
Additional costs for cleaning/caretaking:			
<i>The Governing Body agree to hire the premises to the Hirer on the date(s) and time(s) mentioned above, upon payment of the full hiring fee.</i>			
<i>The Hirer accepts all the conditions of hire as set out in the Hiring of School Premises Policy, which has been supplied to the Hirer.</i>			
<i>The Hirer's attention is specifically drawn to the indemnities contained in the policy, and the need to obtain suitable insurance cover for any loss, damage or injury.</i>			
<i>Emergency Arrangements - School Alarm System:</i>			
<ul style="list-style-type: none"> • <i>I acknowledge that a continuous alarm means the school/pool must be evacuated immediately and everyone report to the Assembly Point on the school playground.</i> • <i>I acknowledge that an intermittent alarm refers to 'Lockdown'. Everyone must remain in the school/pool building until informed.</i> • <i>I accept that it is my responsibility to inform those attending of the above and to carry out Risk Management in relation to these procedures.</i> 			
Signed	Dated		
School Business Manager			
Hirer			

Vetting checks: employees/volunteers accessing the school site

Our school is committed to supporting the “Prevent Duty.” As part of our safeguarding policy we identify risks and work with local parties (including the Local Authority) to prevent radicalisation and terrorism. The school will not hire out or lease its premises to any party, individual or group that we feel would conflict with our responsibilities under the Prevent Duty.

Name of Employer	
Name(s) of employees/volunteers visiting/using the school premises under the terms of this hire. Please list	

Declaration

I confirm that this organisation complies with the Disclosure and Barring Service (DBS) Code of Practice where appropriate.

I confirm that all appropriate vetting procedures for employees/volunteers working for this organisation have been carried out and all the above names employees/volunteers have a DBS Check Disclosure at the appropriate level (where required).

This organisation agrees to advise the school immediately of any concerns that may arise over any of this organisation’s employees/volunteers who would be present at the school’s premises or who are contracted to work for the organisation in any way; that obligation to advise the school includes any situation where the presence of an employee/volunteer / contractor on the school’s premises could damage the reputation of the school.

I also confirm that all the employees/volunteers listed above have:

- Completed all necessary company checks in respect to qualifications (where appropriate/required)
- Provided evidence of proof of right to work in the UK
- A current DBS Check at the appropriate level (where appropriate/required)
- Completed a Disqualification Declaration where required by the Childcare (Disqualification) Regulations 2018 (where relevant)
- Been vetted in accordance with all relevant employment and safeguarding checks required under relevant legislation.
- Any information disclosed through the above vetting checks has been disclosed to the Headteacher.

Signed	
Position in Organisation	
Name (Please print)	
Date	